



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284276
Original Issued Date: 11/29/2021
Issued Date: 11/29/2021
Expiration Date: 11/29/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Smokey Leaf

Phone Number: 518-522-4450 Email Address: amankaurpm@gmail.com

Business Address 1: 45-49 Bank Row

Business Address 2:

Business City: Greenfield

Business State: MA

Business Zip Code: 01301

Mailing Address 1: 49 Bank Row

Mailing Address 2:

Mailing City: Greenfield

Mailing State: MA

Mailing Zip Code: 01301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Aman

Last Name: Kaur

Suffix:

Gender: Female

User Defined Gender:

Date generated: 12/01/2021

Page: 1 of 5

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Manpreet

Last Name: Singh

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Husband of Aman Kaur, and listed as a "Manager" on the Articles of Incorporation.

Manpreet has 0% ownership and 0% control of the license, but has been listed here out of an abundance of caution as he is listed on the Articles.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Aman

Last Name: Kaur

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$75000 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: Aman

Last Name: Kaur

Suffix:

Marijuana Establishment Name: Herbal Pathways dba HiBrid Business Type: Marijuana Retailer

Marijuana Establishment City: Pittsfield

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 45-49 Bank Row

Establishment Address 2:

Establishment City: Greenfield

Establishment Zip Code: 01301

Approximate square footage of the establishment: 5349

How many abutters does this property have?: 55

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
Certification of Host Community Agreement	HCA Certification Form_Smokey Leaf LLC.pdf	pdf	60c0c481b8d6493626558ff1	06/09/2021
Community Outreach Meeting Documentation	COM Certificaiton.pdf	pdf	60c0c59686c10c3617e68b64	06/09/2021
Plan to Remain Compliant with Local	Greenfield Zoning Plan.pdf	pdf	60c0d3688bc9552129ad4aef	06/09/2021

Zoning

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	SL PIP 2.4.pdf	pdf	611d8902c618dd39aab55669	08/18/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Aman

Last Name: Kaur Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify)

Other Role: listed Close Associate, No ownership or control

First Name: Manpreet

Last Name: Singh

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
Bylaws	Aman Operating Agreement.pdf	pdf	60c0e6c48bc9552129ad4bc1	06/09/2021
Department of Revenue - Certificate of Good standing	Good Standing - Revenue.jpg	jpeg	60c0e6e51daf99210f8e8104	06/09/2021
Secretary of Commonwealth - Certificate of Good Standing	Good Standing - Common Wealth.jpg	jpeg	60c0e6ed1853542108e1af6f	06/09/2021
Articles of Organization	SL Articles.pdf	pdf	60cca8aac278b808ca08950b	06/18/2021
Department of Revenue - Certificate of Good standing	Smokey Leaf DUA Good Standing.pdf	pdf	60f95eab9a5de6088a18a663	07/22/2021

No documents uploaded

Massachusetts Business Identification Number: 001489598

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Smokey Leaf Business Plan.pdf	pdf	60c0e72e90c3fd217108e52e	06/09/2021
Proposed Timeline	SL Retail Timeline.pdf	pdf	60c0e806a26cf6217896f743	06/09/2021
Plan for Liability Insurance	SL Insurance Plan 2.0.pdf	pdf	60c0e86f839da0211ee1ea8e	06/09/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Smokey Leaf Plan To Acquire Marijuana and Marijuana Products.pdf	pdf	60c0f737fae31721b39c0b4c	06/09/2021
Prevention of diversion	SL Prevention of Diversion SOP.pdf	pdf	60c0fa2c7e34cf21bec13de7	06/09/2021
Restricting Access to age 21 and older	SL Policy for Limiting Access to Age 21 and Older.pdf	pdf	60c0fad4307f65213f0c88eb	06/09/2021
Storage of marijuana	Smokey Leaf Storage SOP.pdf	pdf	60c0fba7fae31721b39c0b82	06/09/2021
Transportation of marijuana	SL Transportation of Marijuana SOP.pdf	pdf	60c0fc3a1ebf4e214ab9f76d	06/09/2021
Inventory procedures	SL Inventory and Tracking SOP.pdf	pdf	60c0fc831853542108e1b02b	06/09/2021
Dispensing procedures	SL Dispensing Procedures.pdf	pdf	60c0fd4590c3fd217108e5ce	06/09/2021
Personnel policies including background checks	SL Personnel Policies including Background Checks.pdf	pdf	60c0fee51daf99210f8e81b6	06/09/2021
Record Keeping procedures	SL Record Keeping Procedure.pdf	pdf	60c1062852c8c12155c975f4	06/09/2021
Maintaining of financial records	SL Maintenance of Financial Records.pdf	pdf	60c1063190c3fd217108e620	06/09/2021
Qualifications and training	SL Qualifications and Training SOP.pdf	pdf	60c10748fae31721b39c0bd2	06/09/2021
Energy Compliance Plan	Smokey Leaf Energy Efficiency SOP 2.0.pdf	pdf	60c107a3307f65213f0c8936	06/09/2021
Security plan	SL Security System Plan 2.0.pdf	pdf	60f965082c0e380876f88dd4	07/22/2021
Quality control and testing	SL QA QCSOP 2.0.pdf	pdf	60f96510801ea30834da910c	07/22/2021
Diversity plan	SL Diversity Plan 2.3.pdf	pdf	6123dc72ac5410074070fde3	08/23/2021

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

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 7:00 AM	Sunday To: 10:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Smokey Leaf, LLC

2. Name of applicant's authorized representative:

Aman Kaur

3. Signature of applicant's authorized representative:

4. Name of municipality:

Greenfield, Massachusetts

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

Roxann Wedegar Ines



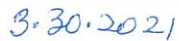
6. Signature of municipality's contracting authority or authorized representative:



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



8. Host community agreement execution date:







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): June 7th, 2021
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: May 24th, 2021
- b. Name of publication: GreenfieldRecord

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: May 24th, 2021

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: May 21st, 2021

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. 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:

Shannon Reynolds

Name of applicant's authorized representative:

better_ Consulting LLC

Signature of applicant's authorized representative:





Shannon Reynolds <shannon@ilikebetter.com>

RECEIPT - THANK YOU

shunter@recorder.com <shunter@recorder.com>
To: shannon@ilikebetter.com

Thu, May 20, 2021 at 3:47 PM

Greenfield Recorder

14 Hope Street, Greenfield, MA

413-772-0261 | Fax: 413-774-5511 | Customer Service: 413-772-0148

Advertising Receipt

LEGALS CASH ACCOUNT
14 HOPE ST
GREENFIELD, MA 01301

Cust#:15585
Ad#:130236
Phone#:4137720261228
Date:05/20/2021

Salesperson: SUZANNE HUNTER

Classification: Legals

Ad Size: 3.0 x 6.30

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Recorder	05/24/2021	05/24/2021	1	594.70	594.70

Payment Information:

Date:	Order#	Type
05/20/2021	130236	CreditCard

Total Amount: 594.70

Tax: 0.00

Total Payments: 594.70

Amount Due: 0.00

SMOKEY LEAF LLC/OUTREACH MEETING - Thank you for your business!

Ad Copy

**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING
REGARDING PROPOSAL OF SMOKEY LEAF
TO OPERATE ADULT-USE MARIJUANA RETAIL AT
45-49 BANK ROW, GREENFIELD, MASSACHUSETTS**

Smokey Leaf, Inc. ("Smokey Leaf") will be hosting a Virtual Community Outreach Meeting ("the Meeting") on June 7th, 2021 at 6:00 PM. Members of the public are encouraged to attend and participate in the Meeting, either online or on the phone by first going to www.ilikebetter.com/smokeyleaf for instructions to join.

At the meeting, Smokey Leaf will outline its proposal to apply for an Adult-Use Retail license at 45-49 Bank Row, Greenfield, Massachusetts, (the "Property") pursuant to 935 CMR 500.000 et al, the City of Greenfield Zoning Bylaw, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission and the Guidance Documents thereof.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:


1. The types of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Meeting participants will be encouraged to ask questions and to engage in discussions with representatives of Smokey Leaf. Questions may be submitted in advance via email to: shannon@ilikebetter.com. All questions submitted will be answered during the meeting.

A copy of this notice is on file with the office of the City of Greenfield, 14 Court Square, Massachusetts. A copy of this notice was mailed at least fourteen calendar days prior to the Virtual Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

May 24

130236

 **130236.pdf**
31K

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May 24

45-49 Bank Row | Greenfield, MA | 01301



May 19th, 2020

Dear Greenfield Neighbor:

I hope this finds you well. I am writing to invite you to the *Virtual* Community Outreach Meeting on Monday, June 7th, at 6:00PM. We feel it is important to hold this meeting on a platform that provides everyone an opportunity to attend. We welcome you to participate either online or on the phone by going to www.ilikebetter.com/smokeyleaf for instructions to join this Community Outreach Meeting.

At this link (www.ilikebetter.com/smokeyleaf), you'll see we've prominently displayed instructions to join this gathering from the comfort of your home. During the meeting you will be able to submit questions, via the 'CHAT' function located at the bottom of the screen. All questions will be addressed during the second half of our time together. You can also submit questions via email to shannon@ilikebetter.com during this meeting.

Lastly, if you miss the meeting, a recording of the video presentation will be available upon request that will include closed captions. Please email shannon@ilikebetter.com and we will send you a link to a recording of the presentation and Q&A.

If we have not met you already, Smokey Leaf is a woman-owned adult-use cannabis retail business, located at 45-49 Bank Row. As Founder and CEO, I have a clear vision of how I see this business operating in your neighborhood, in partnership with other local business, community partners and educational outreach providers.



My team and I are working to make sure Greenfield grows alongside Smokey Leaf. I am dedicated to hiring my staff from the talent pool in the area and supporting our town with jobs and opportunities.

We look forward to working with you all we build a model, world-class facility in Greenfield and sharing updates virtually, on June 7th. Please feel free to contact us with any questions or concerns in advance of this meeting.

Sincerely,

Aman Kaur
Founder | CEO
Smokey Leaf, LLC.

**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING
REGARDING PROPOSAL OF SMOKEY LEAF
TO OPERATE ADULT-USE MARIJUANA RETAIL AT
45-49 BANK ROW, GREENFIELD, MASSACHUSETTS**

Attachment
C

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May 24

Greenfield Zoning Plan

The Smokey Leaf management team will be responsible for keeping up with all zoning matters and compliance thereof. The Smokey Leaf representatives have began meeting with the Office of Economic Development and other City agencies prior to application, and has kept up an extremely close relationship with the City.

Smokey Leaf has obtained a Host Community Agreements required to obtain a retail license in the Adult Use of Marijuana program for the 40 Jackson Street Site.

Such uses are allowed by Special Permit in the “CC” zone, which is the zone where 45-49 Bank Row is located. There is no intent to move the facility or operate out of any other location.

The location is in compliance with all relevant zoning requirements. The governing bylaw is Greenfield Zoning Bylaw ~200-7.17: Marijuana Establishments

Per the Bylaw, a Special Permit grant under the aforesaid section can only be issued once the CCC has certified as complete. SL’s progressing on the path to licensure with the CCC should be considered sufficient pursuit of the Permit rights.

Once the permit has been exercised and recorded, it is attached to the project for the duration of the use and need not be renewed.

Smokey Leaf

Plan to Positively Impact Areas of Disproportionate Impact v2.4

Smokey Leaf (SL) is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment preference, and the use of suppliers, contractors and other partners. We also have a focus on community impact in areas disproportionately affected by the failed war on drugs.

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

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

Our Retail facility is located in the City of Greenfield. This community is designated as one of the "Areas of Disproportionate Impact". It is our plan to engage as employees, suppliers, contractors and other partners from Greenfield and other Areas of Disproportionate Impact along with individuals and companies identified below in our Program Populations.

Plan for Positive Impact Populations ("Program Populations") and target staffing figures:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Greenfield. (10%);
2. Commission-designated Economic Empowerment Priority applicants (10%);
3. Commission-designated Social Equity Program participants (10%);
4. Massachusetts residents who have past drug convictions (5%); and
5. Massachusetts residents with parents or spouses who have drug convictions (5%)

EMPLOYMENT PROGRAM

Goals- Our goal for the Employment Program is to provide access to the legal marijuana industry to those populations that have been negatively affected by marijuana prohibition through employment with our company. We hope to have at least 40% of our employees meet the criteria of the Program Populations that are outlined above.

Program- Our employment program will target our Program Populations with employment offers and will give hiring preference to these individuals.

1. SL will give hiring preference to individuals who meet the Program Populations that are outlined above.
2. SL will host, administer and engage in local job fairs for the positions that are offered.

- a. Within 60 days of our receipt of Provisional License we will hold our first job fair.
 - b. As our facilities expand we will hold subsequent job fairs as needed.
3. All job postings will also be posted in the through the Greenfield Recorder. This newspaper serves Greenfield, which is designated as Areas of Disproportionate Impact.
- a. All job postings will promote our priority hiring policy for individuals who meet the Program Populations outlined above.

Measurements- We will measure the success of the Employment Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

- 1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
- 2. The number and percentage of job applicants that meet the Program Population criteria;
- 3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
- 4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER, CONTRACTOR and PARTNER PROGRAM

Goals- Our goals is to enhance access to the marijuana industry for the suppliers, contractors and Marijuana Establishments that have been negatively affected by marijuana prohibition. Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Program- This program is aimed at providing a positive impact to individuals or companies whose owners or employees meet the Program Populations outlined above, by engaging with these companies as suppliers, contractors and industry partners.

- 1. SL will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
- 2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
- 3. We will give priority to Commission-designated Economic Empowerment Priority applicants when sourcing wholesale products.

Measurement- We will measure the success of the Supplier, Contractor and Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have contracted with as our wholesale partners; and
5. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have engaged with that did not result in a wholesale agreement and the reasons why.

DISPROPORTIONATELY IMPACTED COMMUNITY BENEFIT PROGRAM

Goals – Communities that have been disproportionately affected by the failed war on drugs struggle with numerous socio-economic burdens as a direct effect of the impact on families and businesses from increased arrest and incarceration rates, particularly for non-violent drug offences. The impact that these familial disruptions from parent and relatives being arrested and incarcerated at a wholly disproportionate level has had on children is especially tangible.

Smokey Leaf seeks to support children who reside in an area that has been disproportionately affected by the war on drugs, with many directly impacted by these failed policies. These impacts include, in general, lower standardized test scores, lower graduation rates, and increased community violence rates as compared to less-impacted areas. Smokey Leaf also recognizes that members of the Greenfield community are already working in these areas, having success and creating positive relationships, and need support.

By promoting financial literacy and giving the next generation the tools they will need to succeed, Smokey Leaf seeks to increase community net worth, create generational wealth, create a new cycle of entrepreneurship, and increase the self-confidence and self-reliance of community members.

Smokey Leaf's goal is that 10% of course participants, after reaching Age 21, are Economic Empowerment/Social Equity certified individuals, and that within 2 years of the course, 75% of course participants report greater financial independence and literacy. Smokey Leaf will also attempt to feature at least 1 Economic Empowerment / Social Equity business owner in each course module.

Programs – Smokey Leaf will create a self-run, self-administered program to promote youth financial literacy in Greenfield, which is a community of disproportionate impact.

This program will feature as the chief moderator Ms. Aman Kaur, CEO and owner of Smokey Leaf, who is a successful female minority entrepreneur in both the cannabis and technology space. This program will take place offsite from the Smokey Leaf premises in order to allow youths to attend seminars. There will be quarterly modules for the program, with at least monthly meetings in each module. In addition to

sharing her own experiences, Ms. Kaur will have interactive events, and will invite local business owners to participate and share their experiences as well.

Ms. Kaur will oversee a program that instructs and educates youths on the following modules (with relevant curricula per each module):

- **Module 1: Basic Financial Planning**
 - *Identify career options and education or training required for different careers*
 - *Identify the costs of college*
 - *Discuss student loan management*
 - *Research and compare different college financial aid choices*
 - *Identify sources of income*
 - *Explain the relationship between income and taxes*
 - *Demonstrate how to research and analyze different careers*
 - *Determine personal values and financial goals*
 - *Determine personal financial decisions*
 - *Create a financial plan*
 - *Summarize the purpose of financial planning*
 - *Develop a plan for spending and saving*
 - *Create a system for keeping financial records*
 - *Identify personal income and expenses or system for cash flow management*

- **Module 2: Banking and Credit**
 - *Analyze different financial institutions and conduct a comparative analysis of each institution*
 - *Explain the key differences between checking and savings accounts*
 - *Demonstrate how to control personal information*
 - *Understand the benefits of using federally insured financial institutions*
 - *Decode and identify elements of a paycheck*
 - *Discuss how taxes, personal exemptions, and deductions impact net pay*
 - *Explain how to calculate gross and net income*
 - *Define creditworthiness*
 - *Evaluate positive and negative types of credit*
 - *Explain credit factors and risks and how credit scores work*
 - *Discuss how to maintain or increase credit score*
 - *Explain how credit is damaged*
 - *Identify how credit cards differ from debit cards*
 - *Discuss different types of credit cards*
 - *Summarize credit card key terms and conditions and consumer protection laws*
 - *Evaluate credit card offers and explain how to manage a credit card*

- **Module 3: Loans and Assets**
 - *Calculate how much car to afford*

- *Evaluate long-term costs associated with buying a car, including insurance and maintenance*
- *Explain the difference between leasing and purchasing*
- *Discuss the earning potential of a degree in relationship to its cost*
- *Explain the responsibilities and expenses of renting versus owning*
- *Analyze renting versus homeownership*
- *Evaluate sound financial decision making for renting and owning property*
- *Discuss costs related to homeownership*
- *Discuss how homeownership can create wealth*
- *Understand the mortgage approval process*

- **Module 4: Business and Entrepreneurship**
 - *Identify and consider risks and rewards of entrepreneurship*
 - *Evaluate business start-up practices*
 - *Explain how entrepreneurship and innovation are a source of economic growth*
 - *Identify the types of business organizations (sole proprietorship, corporations, LLC, and so on)*
 - *Understand and describe tax planning and reports*
 - *Debate business management strategies*
 - *Explain insurance choices for businesses*
 - *Identify common risks and strategies to reduce risk*
 - *Explain the purpose and importance of various insurance types*
 - *Recognize when insurance is needed and how to get it*
 - *Understand payroll, types of employees v. contractors, and employee management*
 - *Decode and identify elements of a paycheck*
 - *Discuss how taxes, personal exemptions, and deductions impact net pay*
 - *Explain how to calculate gross and net income*
 - *Discuss the IRS Form W-4*

Measurement- We will measure the success of the Disproportionately Impacted Community Benefit Program on an ongoing basis as we begin to coordinate with local stakeholders to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The approximate value or inventory of time and items utilized in this program and a record of their receipt;
2. The number of events held, and if that number increased or if services offered increased from prior to Smokey Leaf's involvement;
4. feedback from staff and participants at these local events as to other community needs, and if the current programs are feasible to meet those needs;; and
5. Any other relevant information regarding the relationship.

OPERATING AGREEMENT
of
SMOKEY LEAF, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into effective as of the 5th day of June, 2021, by Aman Kaur, (each individually, a "Member"; and collectively, the "Members").

The parties to this Agreement, desiring to form a limited liability company known as SMOKEY LEAF, LLC (the "Company") pursuant to the provisions of the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C (the "Act"), hereby constitute themselves a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises of the Member, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by the Member as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them below:

(a) "Agreement" means this Operating Agreement, as amended, modified, supplemented or restated from time to time.

(b) "Certificate of Formation" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Commonwealth of Massachusetts Secretary of State's Office pursuant to the Act.

(c) "Member" means a member of the Company identified on Schedule A attached hereto, as the same may be amended from time to time.

(d) "Percentage Interest" shall refer to the percentage ownership interest of each Member in the Company. The Percentage Interests of the Members are set forth on Schedule A attached hereto and incorporated herein for all purposes by this reference, as the same may be amended from time to time.

ARTICLE II - THE COMPANY

2.1 Formation.

(a) The Member hereby agrees to form the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein.

(b) The name and mailing address of each Member of the Company shall be listed on Schedule A, along with their Percentage Interest at formation, and upon execution of this Agreement shall be Members of the Company.

2.2 Name; Principal Place of Business. The name of the Company shall be **SMOKEY LEAF, LLC**. A short form of the name, **SMOKEY LEAF**, shall also be acceptable for use in appropriate settings. The principal office of the Company shall be located at **45 – 49 Bank Row, Greenfield, MA, 01301** or at such other place as the Members may from time to time determine.

2.3 Term. The term of the Company shall commence on the date of the filing of the Certificate of Formation in the Massachusetts Secretary of State's Office and shall continue in perpetuity unless dissolved in accordance with the provisions of this Agreement.

2.4 Registered Agent. The Company's registered agent and office in Massachusetts shall be as set forth in the Certificate of Formation of the Company filed with Massachusetts Secretary of State's Office, as the same may from time to time be amended.

2.5 Fiscal Year. The Company's fiscal year (the "Fiscal Year") shall be the calendar year.

ARTICLE III - PURPOSE AND POWERS OF THE COMPANY

3.1 Nature of Business. The business of the Company shall be to invest in, develop, improve, operate, manage, and/or lease certain real estate located within the Commonwealth of Massachusetts, **45 – 49 Bank Row, Greenfield, MA, 01301** known as the "Premises". The Company shall also engage in such other activities as may be necessary or incidental to the foregoing business activities, including but not limited to purchase, acquisition, and sale of cannabis under Cannabis Control Commission license as a Marijuana Retailer, should such a license be acquired. No purchase, acquisition, or sale of cannabis or operation as a Marijuana Retailer shall occur unless duly licensed and approved to do so by all relevant regulatory agencies.

3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to the powers permitted under the Act.

ARTICLE IV - CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1 Capital Contributions. Each Member has transferred and contributed to the capital of the Company the capital amounts (the "Capital Contributions") set forth on Schedule A. Any contributions by non-Members and the terms of those contributions have been recorded on Schedule A as in addition.

4.2 Capital Accounts; Assets. An individual capital account (each a "Capital Account") shall be established and maintained for each Member in accordance with applicable regulations under the Internal Revenue Code of 1986 as from time to time amended (the "Code"). A Member shall not be entitled to interest on his or her Capital Contribution or Capital Account, or to withdraw any part of his or her Capital Contribution or Capital Account. No Member shall have any right in or to any asset or property of the Company, but shall only have a right to the distributions as and when provided for in Sections 8.2 and 9.2 hereof.

4.3 Maintenance of Capital Accounts. To the extent consistent with such regulations, there shall be credited to each Member's Capital Account the amount of any contribution of capital made by such Member to the Company, and such Member's share of the net profits of the Company, and there shall be charged against each Member's Capital Account the amount of all distributions to such Member, and such Member's share of the net losses of the Company.

4.4 Contribution to Operating Account. In recognition that the Company may not receive income sufficient to pay for insurance, real estate taxes, maintenance and the like, the Members agree to contribute annually as needed to an Operating Account for such purposes as may be assessed from year to year.

ARTICLE V - MEMBERS

5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. All Members shall constitute one class or group of Members of the Company for all purposes of the Act.

5.2 Admission of Members. No person shall be admitted as a Member of the Company after the date of formation of the Company without the unanimous written consent or approval of all the Members at the time of such admission, regardless of whether such person has previously acquired any rights in any existing Member's interest in the Company by assignment, sale or otherwise. A Member's admission to the Company shall become effective

upon such Member's execution of a counterpart of this Agreement, or such other instrument as the Members may require, to evidence his or her admission.

5.3 Transfer of Company Interest. No Member may transfer, sell, assign, pledge, mortgage, or dispose of or grant a security interest in his or her interest in the Company (each, a "Transfer") without the prior unanimous written consent of all the Members at the time of such Transfer. Any purported Transfer in contravention of this Section 5.3 shall be null and void.

5.4 Rights and Obligations of Assignee. The purchaser or other transferee of a Member's interest in the Company shall have only the right to receive the distributions and allocations of profits or losses to which the Member would have been entitled, and the obligation to contribute to the Operating Account under this Agreement with respect to the transferred interest and shall not have or enjoy any right to participate in the management of the Company or to receive any financial information or reports relating to the Company or any other rights of a Member unless and until the purchaser or transferee is admitted as a Member pursuant to Section 5.2.

5.5 Allowed Transfer of Company Interest. Notwithstanding the foregoing regarding admission of Members and transfer of Company interest, a Member may transfer during life or at death a Company interest without the prior written consent of other Members, to lineal descendants or to a trust for the benefit of a spouse for life and then to lineal descendants or another Member, or to a trust for lineal descendants or another Member, and on receipt of a transfer, such persons shall become Members. Beneficiaries of a trust shall be responsible for assessments made to Members in the event a trust holding an interest fails to contribute an assessment when due.

5.6 Transfer on Death. Except as provided above, a transferee from an estate or trust on the death of a Member shall not become a Member. Surviving Members shall have the right to purchase, pro rata, the whole of the Company interest of the deceased Member. Election to purchase shall be made within three (3) months of the appointment of an executor or administrator ("estate representative"), or if the Company interest is held in trust, four (4) months from the date of death, and the term "estate representative" will include trustees. The value of a Membership shall be determined by an appraisal of the Premises, as adjusted under ARTICLE IV of this Agreement. The value of the Premises shall be determined by a fair market value appraisal by a registered appraiser. If the purchaser or purchasers cannot agree upon an acceptable appraiser within thirty (30) days of notice of the exercise of the option to purchase, the estate representative and the purchaser or purchasers shall each select an independent appraiser and said independent appraisers so selected shall (by majority vote) select a third appraiser, who shall be qualified as aforesaid. Said third appraiser shall appraise the Premises. Notwithstanding the foregoing, if either the estate representative or purchaser fails to select an appraiser within the above 30-day period, then the appraiser selected by the other shall make the required appraisal. The appraisal shall be conclusive and binding upon the estate representative and the purchaser or purchasers. The expenses of said appraisal shall be paid one-half by the estate representative and one-half by the purchaser or purchasers.

In the event the whole of a Company interest is not purchased by other Members, the person to whom the interest was left shall become a Member.

5.7 Partition. Each Member waives any and all rights that he or she may have to maintain an action for partition of the Company's property, and any Transferee who is not a Member shall, by acceptance of a transferred interest in the Company, be deemed to have waived such rights of partition.

5.8 Sale of Company Interest. A Member may sell a Company interest, first by obtaining unanimous written consent at a price negotiated between the selling Member and the buyer, and second, by offering to the remaining Members a right to purchase, pro rata, the whole of the interest at the negotiated price, such right be exercised within one (1) month of the date of the written consent. In the event the whole of the interest is not purchased by the remaining Members, the selling Member may sell to the buyer at the price negotiated.

5.9 Sale of Company Interest, No Buyer. In the event a Member wishing to sell an interest in the Company ("retiring Member") does not have a buyer, and no other Member wishes to purchase, the retiring Member may, upon unanimous written consent of the Members, deliver the Company interest to the Company to be held in escrow, except, however, only upon delivery to the Company of an agreement of another Member to pay all assessments that will become due during the escrow period on the account of such interest. The said agreement to pay assessments may include recovery against the Capital Account and assignment of the use of the property of the retiring Member to the paying Member. In the event the property is sold during an escrow period, the share to be distributed to the retiring Member shall be valued as of the date the interest is sold. During an escrow period, the retiring Member shall have no membership rights under ARTICLE VI and ARTICLE VII, below, but shall have the continuing right to sell the Company interest.

ARTICLE VI - MANAGEMENT

6.1 Management, Duties, and Restrictions.

(a) General Management. The management and control of the operations of the Company and any ancillary functions thereof related to the Company's business shall rest with the Members.

(b) Powers of Members. Subject to such limitations as may be imposed pursuant to the terms of this Agreement, the Act or by operation of law, the Members are and shall be authorized and empowered to carry out and implement the purposes of the Company. In that connection, the powers of the Members shall include, but not be limited to, the following:

(1) to engage personnel, attorneys, accountants, or such other persons as may be deemed necessary or advisable;

(2) to authorize or approve all actions with respect to distributions by the Company, dispositions of the assets of the Company or its nominee, execution of leases,

mortgage contracts, bonds, promissory notes, loan agreements and other instruments on behalf of the Company or its nominee, and to execute any agreements, instruments or documents relating to or affecting such matters;

(3) to acquire, mortgage, improve and convey real property and interests therein, including, but not limited to, easements and rights-of-way, and to execute any agreements, instruments or documents relating to or affecting such matters;

(4) to open, maintain, and close bank accounts and to draw checks and other orders for the payment of money; and

(5) to take such other actions and to incur such reasonable expenses on behalf of the Company as may be necessary or advisable in connection with the conduct of the affairs of the Company.

(c) Liability of Members. In carrying out their duties, the Members shall not be liable to the Company or to any other Members for any actions taken in good faith and reasonably believed to be in the best interest of the Company or which are taken upon the written advice of legal counsel for the Company.

(d) Reliance on Act of Members. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of each of the Members. Any persons other than a member may and shall be entitled to rely on certificates, instructions, agreements or assignments signed or purporting to be signed by a Member for or on behalf of the Company, and on the statements and agreements set forth therein, without inquiry as to the due authorization thereof or the authority of the person signing or purporting to sign such certificates, instructions, agreements or assignments.

(e) Delegation, Manager. The Members may appoint individuals with such titles as they may elect, including the titles of President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Members may delegate in writing to any such person, and the Members shall also appoint a manager or Managers to act on behalf of the Members as aforesaid for the purpose of executing instruments which are to be filed with the Massachusetts Secretary of State or a Registry of Deeds in a county in which the Company shall own real estate.

(f) Books and Records. The Company's books and records shall be maintained in accordance with good record keeping practices and federal and state income tax laws and regulations. All books and records of the Company shall be maintained at the principal office of the Company, and each of the Members shall have access thereto to review the same at any time upon reasonable notice and during normal business hours.

(g) Reimbursement of Members. The Members shall be reimbursed by the Company for all reasonable costs and expenses (including attorney and accountant fees) incurred or paid by them for or on behalf of the Company.

ARTICLE VII - VOTING, MEMBER CONSENTS AND MEETINGS

7.1 Voting. Each Member shall be entitled to vote in proportion to his or her Percentage Interest in the Company from time to time. Such vote may be exercised by written or oral notification, including telephonic, by a Member to the other Members.

7.2 Member Consents. The amendment of this Agreement, admission of a new Member, and transfer of Company interest, shall require the vote and unanimous approval of all the Members. All other actions taken by the Company shall require the vote and approval of Members owning fifty-one percent (51%) or more of the Percentage Interests at the time of such vote.

7.3 Meetings of the Members. The Members may, but shall not be required to, meet from time to time to consider the affairs of the Company and to take any action permitted to be taken by the Members by law or under this Agreement. Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. **This notice period may be waived by the written consent of all members.** Attendance at meetings may be via telephone conference. Each Member may authorize any person to act for it by proxy on all matters on which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at the meeting. Every proxy must be signed by the Member or his or her attorney-in-fact. A quorum for each meeting shall be one more than one-half the number of all Members.

ARTICLE VIII - ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocation of Profits and Losses. The net profits, net losses, net cash flow and net proceeds of any sale of any property of the Company or upon liquidation of the Company shall be allocated among the Members according to the Percentage Interests of each Member. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code 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.

8.2 Distribution to Members. The Members shall receive, in proportion to their respective Percentage Interests in the Company, as much of the Company's Net Cash From Operations as the Members may from time to time determine. For the purposes hereof, the term

"Net Cash From Operations" shall mean the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, guaranteed payments and contingencies, all as determined by the Members. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar non-cash allowances, but shall be increased by any reductions of reserves previously established.

ARTICLE IX - DISSOLUTION AND TERMINATION OF COMPANY

9.1 Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (a) the sale or disposition of all or substantially all of the assets of the Company;
- (b) the written consent of the Members owning eighty percent (80%) or more of the Percentage Interests in the Company; or
- (c) the entry of a decree of judicial dissolution in accordance with the provisions of the Act.

9.2 Winding Up. Upon the dissolution of the Company, a Member selected by the remaining Members (in either case, the "Liquidating Members"), shall proceed with the winding up of the Company and apply and distribute the Company's assets as provided in this Section 9.2. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans that may have been made by the Members to the Company) and to the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the Company and for the discharge of liabilities to creditors, so as to enable the Liquidating Member to minimize the normal losses attendant to a liquidation. The remaining assets shall next be applied to the repayment of any loans made by the Members to the Company. All assets then remaining shall be distributed to the Members in accordance with their respective Capital Accounts after giving effect to all contributions, distributions and allocations for all periods. Notwithstanding any of the foregoing, the Liquidating Member may retain a sum deemed necessary by him or her as a reserve for any contingent liabilities, expenses and obligations of the Company. Upon the final distribution of assets to the Members, each of the Members shall be furnished with a statement which sets forth the assets and liabilities of the Company as of the date of the complete liquidation.

ARTICLE X - LIABILITY AND INDEMNIFICATION

10.1 Liability. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

10.2 Indemnification. The Company shall indemnify and hold harmless the Members and their respective employees and authorized agents from and against any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, employee or authorized agent in good faith on behalf of the Company and reasonably believed to be within the scope of authority conferred by this Agreement, except that no Member, employee or authorized agent shall be entitled to be indemnified or held harmless from or against any loss, damage or claim incurred by reason of such member's, employee's or authorized agent's gross negligence or willful misconduct; provided, however, that any indemnity under this Section 10.2 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account there.

ARTICLE XI - MISCELLANEOUS

11.1 Governing Law. The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

11.2 Agreement Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors, and assigns.

11.3 Notices. Notices to the Members or to the Company to be furnished hereunder shall be deemed to have been given when mailed, by prepaid registered or certified mail, or when deposited with an express courier service, addressed to the address set forth on Schedule A or as set forth in any notice of changes of address previously given in writing by the addressee to the addressor.

IN WITNESS whereof, the Member acknowledges that they have executed this Operating Agreement on the date written below:

Signature page to follow

06/05/21
Date

Aman Kaur
MEMBER

MEMBER

Schedule A:

SMOKEY LEAF, LLC

A. Members

1. AMAN KAUR
2 TEASDALE CT, WATERVLIET, NY, 12189
AMANKAURPM@GMAIL.COM

B. Percentage Interest

1. MEMBER
 - a. Interest: 100% of all Member Units
2. MEMBER
 - a. Interest: X% of all Member Units

C. Capital Contributions

1. Members:
 - a. MEMBER:
 - i. List of contributed assets
 - b. MEMBER
 - i. List of contributed assets

1. Non- Members (*attach terms of any such notes or other instruments to this document.*) :
 - a.



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

mass.gov/dor

Letter ID: L0905571136
Notice Date: April 20, 2021
Case ID: 0-001-136-558



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



SMOKEY LEAF, LLC
2 TEASDALE CT # WATERVLIET
WATERVLIET NY 12189-1142

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for SMOKEY LEAF, LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

What if I have questions?

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

Visit us online!

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 37p6s2

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

April 9, 2021

TO WHOM IT MAY CONCERN:

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

SMOKEY LEAF LLC

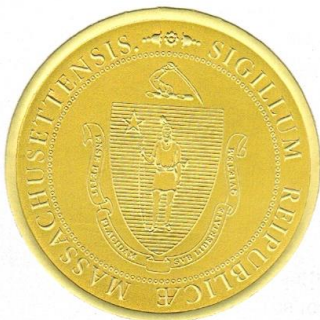
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 23, 2021**.

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: **ANMOL SINGH**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



Processed By:sam

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001489598

The date of filing of the original certificate of organization: 2/23/2021

1.a. Exact name of the limited liability company: SMOKEY LEAF LLC

1.b. The exact name of the limited liability company *as amended*, is: SMOKEY LEAF LLC

2a. Location of its principal office:

No. and Street: 45-49 BANK ROW

City or Town: GREENFIELD

State: MA

Zip: 01301

Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: AMAN KAUR

No. and Street: 45-49 BANK ROW

City or Town: GREENFIELD

State: MA

Zip: 01301

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	AMAN KAUR	2 TEASDALE CT WATERVLIET, NY 12189 USA
MANAGER	MANPREET SINGH	2 TEASDALE CT WATERVLIET, NY 12189 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	AMAN KAUR	2 TEASDALE CT WATERVLIET, NY 12189 USA

9. Additional matters:

10. State the amendments to the certificate:

CORRECTING CLERICAL ERROR WHERE AMAN KAUR WAS NOT LISTED AS MANAGER

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of June, 2021,
AMAN KAUR , 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:

June 17, 2021 02:48 PM

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
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



361004641

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Smokey Leaf
49 BANK ROW ST
GREENFIELD, MA 01301-3511

EAN: 22201732
July 22, 2021

Certificate Id:49783

The Department of Unemployment Assistance certifies that as of 7/22/2021, Smokey Leaf is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

Smokey Leaf Business Plan

Smokey Leaf will provide for retail sale safe, locally-produced cannabis products to discerning consumers in a high-end, service-oriented boutique. The business is designed and administered to be consistent with the character of Greenfield's thriving downtown business district and to create a secure, comfortable shopping experience for its customers.

The Smokey Leaf brand promotes responsibility and sustainability –. After nearly a year of exploration and diligence of potential retail locations in Greenfield, Smokey Leaf, LLC purposely secured a premiere location at 45-49 Bank Row, proximate to public transportation and easily reachable by pedestrians in the heart of the city's thriving central business district. At the same time, the location is situated a discreet and appropriate distance from parks, playgrounds, churches, and other places where children congregate.

Consumer research of states with recreational cannabis sales indicates approximately 19% of the adult population consumes legal cannabis products, with usage distributed across age (only 21+), gender, income levels and other demographics. Smokey Leaf intends to serve all of these demographics equally and without differentiation by creating a shopping experience appealing to anyone with an interest in purchasing cannabis products.

Owner Biography

Aman background, qualifications, personal history, etc

Aman Kaur comes from a long standing and successful entrepreneurial background. She has helped build numerous retail stores including gas stations, smoke shops, and liquor stores, new and existing, into high growth businesses. She specializes in a project management and business development areas. She has a creative and entrepreneurial mindset and is focused on taking action and creating impact in businesses which lead to doing good in the communities. She feels strongly about giving back to the community and implementing a positive change to improve the local community.

Capitalization

Sole Owner Aman Kaur has funded the initial business operations of Smokey Leaf, LLC, and has contributed \$75,000 in assets to the fund the additional startup and ongoing operational expenses of the marijuana establishment.

Marketing/Pricing

Smokey Leaf is planning a responsible, targeted and integrated marketing program to raise awareness, interest and understanding of the Smokey Leaf brand, its sustainability mission, its products and its Greenfield location. The program will include fully integrated web site and digital marketing tools, proprietary search engine optimization techniques and paid search, social media, earned media, direct marketing and partnership programs with uncompromised attentiveness to only targeting adult markets per CCC regulations.

Smokey Leaf pricing should be competitive in the local adult use cannabis market due in part to its relatively low costs to enter the market. Smokey Leaf's Greenfield location, service model, shopping experience, variety of products and strains and its plan to feature locally-sourced products combine to

create unique selling propositions, driving profitability. Pricing will ultimately depend on a variety of factors including the availability of product in an emerging market.

Facility Description

Size: ~5,300 sq. ft., on 1 level

Front of the house:

- Entrance – secured control area (Initial patient screening before access)
- Surveillance cameras throughout
- Client Service Stations (each with product inventory & payment capacity)
- Product displayed behind glass-lit shelving wall in patient waiting area
- Exit area

Back of the house:

- Employee break room
- Restroom (handicapped access)
- Secured storage and equipment area (large limited-access secured room)
- Security Room
- Mechanical Room

Staff on site: Approximately 8-10 employees, depending on time of day

Hours: Monday to Sunday: 10:00 am to 10:00 pm

Product Mix:

Flower: Multiple strains, pre-rolls, travel packs

Vape Pens: 300mg & 500mg Cartridges, often strain-specific

Tinctures: CBD/THC mix and THC Capsules: 10 Packs, including CBD capsules

Spa Products: Topical lotions, oils, bath salts, body scrubs, lotion bars and bath bombs

Marijuana Infused Products (MIPS): Rosins, sap, kief, Rick Simpson Oil, Terpene Rich Extract, and edible products, including chocolates, hard candies, fruit gummies, caramels, chocolate chip cookies, infused sugar and honey

Plan for Obtaining Liability Insurance

- I. Purpose
 - a. The purpose of this plan is to outline how Smokey Leaf will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.
- II. Plan
 - a. Smokey Leaf will maintain an insurance policy that satisfies the requirement under 935 CMR 500.105(10).
 - i. Smokey Leaf will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - ii. The deductible for each policy is not higher than \$5,000 per occurrence.
 - b. Smokey Leaf will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.
 - c. Smokey Leaf is currently reviewing plans offered by cannabis compliant insurance underwriters. A plan that meets all of these requirements will be engage prior to final licensure.

Policy for Restricting Access to Age 21 and Older

Smokey Leaf operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency. Smokey Leaf’s management and security teams are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of the facility are over the age of 21.

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

Definitions:

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

For the purposes of this Policy the term “facility” also refers to any vehicle owned, leased, rented or otherwise used by Smokey Leaf for the transportation of Marijuana. Our cultivation facility allows only the following individuals access to our facility:

1. Smokey Leaf Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Smokey Leaf Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All Smokey Leaf visitors (including outside vendors and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access. After the age of the visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana

establishment agent that is authorized to enter the limited access area. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exiting the facility. The visitor log will always be available for inspection by the Commission.

3. Smokey Leaf will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - a. Agents of the Commission;
 - b. Commission Delegees;
 - c. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
 - d. Police and Fire departments, and emergency medical services acting in the course of their official capacity.
4. Prior to the performance of any job functions, all Smokey Leaf agents will undergo Responsible Vendor Training, which includes as a curriculum component information on how to verify ID as well as how to evaluate ID presented by customers as being validly issued.
5. Smokey Leaf will have on-site security agents responsible for checking the ID of all potential entrants prior to coming onto the premises. All entrants to the facility will be ID checked both via physical inspection of their government issued photo ID as well as via an electronic scanner prior to entry. This inspection will be confirmed through a second evaluation at point of purchase.
6. No one under age 21 or without sufficient/appropriate unexpired government issued photo ID will be allowed on site under any circumstances at any time.

SMOKEY LEAF Personnel and Background Check Policy

Intent

To provide clear and concise instructions for SMOKEY LEAF employees regarding Personnel Policies that are compliant with the regulations.

SMOKEY LEAF is committed to being compliant with all regulations outlined in 935 CMR 500.000, et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant with all relevant regulations and laws.

Personnel Records

SMOKEY LEAF will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each SMOKEY LEAF agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with SMOKEY LEAF and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action/performance issues; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to SMOKEY LEAF management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only SMOKEY LEAF Management agents who require access. These records will be made available for inspection by the Commission upon request.

SMOKEY LEAF Agents

All SMOKEY LEAF board members, directors, employees, executives, managers and volunteers will register with the Commission as a SMOKEY LEAF Marijuana Establishment Agent ("SMOKEY LEAF Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Cultivation Establishment directly related to the production, packaging, storage, testing, or dispensing of marijuana.

All SMOKEY LEAF Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

SMOKEY LEAF will submit to the Commission an application for every SMOKEY LEAF Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
- 6. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- 7. Any other information required by the Commission.

Smokey Leaf's agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom SMOKEY LEAF seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

SMOKEY LEAF will notify the Commission no more than one business day after any SMOKEY LEAF agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, SMOKEY LEAF will renew each SMOKEY LEAF Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a SMOKEY LEAF Agent registration card, SMOKEY LEAF will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

SMOKEY LEAF will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process SMOKEY LEAF will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
 - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
 - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - i. The individual's full legal name and any aliases;
 - ii. The individual's address;

- iii. The individual's date of birth;
 - iv. A photocopy of the individual's driver's license or other government-issued identification card;
 - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- 2. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. a description and the relevant dates of any civil action under the laws of the Commonwealth, or an Other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
 - c. a description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
 - d. a description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - e. a description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by an Other Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
 - f. a description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
 - g. any other information required by the Commission.

SMOKEY LEAF will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

3. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process SMOKEY LEAF will submit Marijuana Establishment Agent applications for all required individuals. SMOKEY LEAF will perform its own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Opportunity Employment Policy

It is the policy of SMOKEY LEAF to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

SMOKEY LEAF expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, SMOKEY LEAF will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on SMOKEY LEAF operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with SMOKEY LEAF in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), SMOKEY LEAF provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. SMOKEY LEAF may require medical certification of both the disability and the need for accommodation. Keep in mind that SMOKEY LEAF can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. SMOKEY LEAF will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

SMOKEY LEAF will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of SMOKEY LEAF employees to perform their expected job duties will not be tolerated.

It is illegal and against SMOKEY LEAF policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision.

affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. SMOKEY LEAF will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

SMOKEY LEAF will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

SMOKEY LEAF will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

SMOKEY LEAF strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. SMOKEY LEAF judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. SMOKEY LEAF will provide reasonable accommodations to any persons with disabilities who

require them, who advise SMOKEY LEAF of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

SMOKEY LEAF is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on SMOKEY LEAF premises or while using SMOKEY LEAF vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

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

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, SMOKEY LEAF will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If a SMOKEY LEAF Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

SMOKEY LEAF will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with J-B.A.M. These subjects will include, but not be limited to;

1. SMOKEY LEAF Mission and Vision
2. Organizational Structure
3. General Employment Policies

4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training

Record Keeping

Policy and Procedure

This policy and procedure is compliant with 935 CMR 500.000 (“the Regulations”)

I. Intent

SMOKEY LEAF is committed to being compliant with the regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”).

To provide clear and concise instructions for SMOKEY LEAF employees regarding Record Keeping that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

III. Access to the Commission

SMOKEY LEAF electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of the Regulations are subject to inspection.

IV. Types of Records (Adult Use)

The following records will be maintained and stored by SMOKEY LEAF and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall 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 the 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.

2. Operating procedures as required by 935 CMR 500.130(5)
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana products
 - g. between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- d. Personnel policies and procedures; and
- e. All background check reports obtained in accordance with 935 CMR 500.030
- 6. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an 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.
- 7. Waste disposal records as required under 935 CMR 500.105(12); and
- 8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- 9. Responsible vendor training program compliance records.
- 10. Vehicle registration, inspection and insurance records.

All records kept and maintained by SMOKEY LEAF will be securely held. Access to these records will only be accessible to those SMOKEY LEAF Agents who require access as a part of their job duties.

Incident Reporting

SMOKEY LEAF will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or ME agents.

Maintaining Financial Records

Policy and Procedure

I. Intent

SMOKEY LEAF is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for SMOKEY LEAF employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

III. Policy

All SMOKEY LEAF financial records will be kept and maintained according to generally accepted accounting principles. Our CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All SMOKEY LEAF financial/business records will be available for inspection to the Commission upon request.
2. SMOKEY LEAF will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and

- e. 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.

In relation to the maintenance of financial records SMOKEY LEAF will incorporate the following into our business operations;

1. SMOKEY LEAF will keep duplicate backup files of all payroll and human resources materials to assist in Human resources management and payroll services for our employees and ensure continuity
2. SMOKEY LEAF has and will maintain a banking relationship with Northern Bank to provide banking services for our company.
3. SMOKEY LEAF will use up to date financial software programs for all financial transactions.
4. SMOKEY LEAF does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis SMOKEY LEAF will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of SMOKEY LEAF finances (books).
6. SMOKEY LEAF will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each inventory recording station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

SMOKEY LEAF electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

SMOKEY LEAF books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, SMOKEY LEAF will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

SMOKEY LEAF will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 *"Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems"*. The POS System will be approved by the Commission

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected, if applicable. Along with the data in the POS system, SMOKEY LEAF will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,

- b. selling price,
 - c. tax due, if any,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.
3. SMOKEY LEAF will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
- a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.
4. SMOKEY LEAF will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
- a. SMOKEY LEAF will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. SMOKEY LEAF may utilize a sales recording module approved by the DOR.
 - c. SMOKEY LEAF will not utilize software or other methods to manipulate or alter sales data.
 - d. SMOKEY LEAF will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. SMOKEY LEAF will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If SMOKEY LEAF determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. We will immediately disclose the information to the Commission;
 - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.

- e. SMOKEY LEAF will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. SMOKEY LEAF will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. SMOKEY LEAF will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000

Qualifications and Training Policy and Procedure

I. Intent

Smokey Leaf. is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

This policy has been created to provide clear and concise instructions for Smokey Leaf. employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

III. Qualifications for Smokey Leaf. Agents

The minimum requirements to become a Smokey Leaf. Marijuana Establishment Agent (“Smokey Leaf. Agent”) are outlined below. Smokey Leaf. board members, directors, employees, executives, managers or volunteers will register with the Commission as a Smokey Leaf. Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Smokey Leaf Agents must;

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

Smokey Leaf will develop a job description for all positions with the company. While all Smokey Leaf Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

III. Required Training for Smokey Leaf. Agents

Pursuant 935 CMR 500.105(2)(a) and (b), Smokey Leaf will ensure all Smokey Leaf Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. As a CMO, Smokey Leaf will train all agents who are both an ME agent and a marijuana establishment in 935 CMR 500.105(2)(a) and (b); ME Agent Training, including training regarding privacy and confidentiality requirements for Agents. Agents responsible for tracking and entering product into the Seed-to-Sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Marijuana Regulations;
 - c. Security and Safety;
 - d. Emergency Procedures/Disaster Plan;
 - e. Diversion of Marijuana;
 - f. Terminatable Offences;
 - g. Confidential Information;
 - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
4. All Smokey Leaf Agents will receive a minimum of 8 hours of training annually.
5. Smokey Leaf will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Training File. Training records will be retained by Smokey Leaf for at least seven year after agents' termination.

6. Smokey Leaf will require all of its Agents, Owners and Managers to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”.
 - a. After the responsible vendor designation is applied each Smokey Leaf owner, manager, and Agent involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Smokey Leaf will allow and encourage them to attend on a voluntary basis.
 - c. Smokey Leaf will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Smokey Leaf

Energy Efficiency

Energy Efficiency and Compliance

1. Smokey Leaf will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).
2. Smokey Leaf will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
3. In the Architectural Review, Smokey Leaf will identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures) and a plan for implementation of such opportunities. This shall also include consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. As Smokey Leaf leases their site, any such additions will require the consent and permission of the Landlord prior to installation.
4. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. Smokey Leaf will comply with the following minimum energy efficiency and equipment standards:
 - a. Our building envelope will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE)

Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;

- b. Our facilities Lighting Power Density (HLPD) will not exceed 36 watts per square foot, which will be easily achievable as a retail-only facility
 - c. Our 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)
 - i. Smokey Leaf will provide documentation required under 935 CMR 500.120(11)(b), that includes a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
 - d. Smokey Leaf will document and establish safety protocols to protect workers and Consumers as necessary.
5. Prior to receipt of Final License, Smokey Leaf will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103.
- a. Smokey Leaf will coordinate with the Energy Engineer and use the information derived from their Letter including, but not limited to strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage), as well as engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants

Smokey Leaf fully supports the need to recycle at our facility. Smokey Leaf will be compliant with 935 CMR: 500.105 (12), 501.105 (12) and 502.105 (12). Smokey Leaf will provide:

- Recycling containers for glass, plastic, and aluminum and separate containers for paper/cardboard recycling

All employees are encouraged to rinse out their containers and place items in the proper receptacle. The receptacles will be emptied every week and the contents will be disposed of at a recycling facility. All recyclables and waste, including organic waste will be stored, secured, and managed in accordance with City of Greenfield applicable statutes, ordinances, and regulations.

All recyclables and waste, including organic waste shall be stored, secured, and managed in accordance with the state of Massachusetts statutes, ordinances, and regulations.

Organic material, recyclable material and solid waste generated at our facility will be redirected or disposed of as follows:

- Organic and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
- To the greatest extent feasible: Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* shall be ground up and mixed with other organic material as defined in 310 CMR 16.02 at the MTC such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.

Product Testing

Smokey Leaf

I. Intent

Policy To provide clear and concise instructions for Smokey Leaf employees who will be involved with product quality control that are in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

SMOKEY LEAF's sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 500.160

SMOKEY LEAF will only acquire and dispense product in the METRC system with an attached independent testing lab to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct medicinal dosage and potency.

Required testing includes:

1. cannabinoid profile
2. contaminants as specified by the Commission including, but not limited to:
 - a. mold,
 - b. mildew,
 - c. heavy metals,
 - d. plant-growth regulators and pesticides,
 - e. metals, and
 - f. bacteria/fungi/mycotoxins.

SMOKEY LEAF will also retain an independent lab to test samples themselves (if needed).

SMOKEY LEAF will maintain the results of all testing for no less than one year;

All Marijuana product will be transported to and from the lab, by the lab in accordance with the SMOKEY LEAF Transportation SOP.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. SMOKEY LEAF will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management

This policy will be available to clients. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately per 935 CMR 500.105(3)

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. Smokey Leaf shall provide its employees with adequate, readily accessible toilet facilities. Water supply shall be sufficient for necessary operations. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

The General Manager shall ensure there shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. They shall also confirm that litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory.

Smokey Leaf

Diversity Plan v2.3

Smokey Leaf aims to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. The Smokey Leaf goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Smokey Leaf Inc's founding team is committed to maintaining a workforce and environment which is diverse with regard to promoting equity for minorities; women; veterans; people with disabilities; and those who are LGBTQ+. We are committed to hiring those best fit for the role.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Smokey Leaf is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

Smokey Leaf will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

Smokey Leaf will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics which this plan promotes are outlined below:

Diversity Plan Populations ("Program Populations"):

1. Minorities;
 2. Women;
 3. Veterans;
 4. People with disabilities; and
 5. People who are LGBTQ+
-

Goals

The goals that Smokey Leaf is committed to achieving through this plan and our vision include:

1. Make the Smokey Leaf workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
2. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Program Populations

1. RECRUITMENT AND HIRING PROGRAM-

Goals- Our goal for this program is to make the Smokey Leaf workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Our goal is to have the following workforce demographic:

- **50% female**
- **30% minority, veteran, persons with a disability or persons who are LGBTQ+**
 - **Of this 30% our goal is to have 70% be minorities, 10% Veteran, 10% Persons with disabilities and 10% be persons who are LBGQT+**

Program- Smokey Leaf looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people who are LGBTQ+ in the operation of our company. To promote diversity and equity Smokey Leaf will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites such as Indeed, Diversity.com, diversityjobboard.com, prodivnet.com and on our social media presence including Instagram and Facebook so long as all posts are in compliance with any relevant platform’s terms and conditions as well as any CCC conditions for permitted advertising practices.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be posted onsite and posted in the Greenfield Recorder. This paper serves Greenfield Massachusetts which has the highest minority populations in the area ,and the facility is located in an area of disproportionate impact.
 - Our first Job postings will be withing 60 days of receipt of our Provisional License
 - Second and subsequent job posting will be done as needed.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;

2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

2.. SUPPLIER/PARTNER PROGRAM-

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. Smokey Leaf is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. Smokey Leaf recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program

Program- Smokey Leaf will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. Smokey Leaf will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and
5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, Smokey Leaf will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the

applicant pool to ensure that our recruitment policies are generating a diverse representation;

2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the Smokey Leaf management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.