



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282765
Original Issued Date: 02/21/2022
Issued Date: 02/21/2022
Expiration Date: 02/21/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: SUN AND SOIL CRAFT CANNABIS LLC

Phone Number: 413-800-2752 Email Address: sunandsoil1@gmail.com

Business Address 1: 24 MOUNTAIN BRANCH RD

Business Address 2:

Business City: CHARLEMONT

Business State: MA

Business Zip Code: 01339

Mailing Address 1: 24 MOUNTAIN BRANCH RD

Mailing Address 2:

Mailing City: CHARLEMONT

Mailing State: MA

Mailing Zip Code: 01339

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Veteran-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: William

Last Name: Tucci

Suffix:

Gender: Male

User Defined Gender:

Date generated: 03/01/2022

Page: 1 of 5

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 24 MOUNTAIN BRANCH RD

Establishment Address 2:

Establishment City: Charlemont

Establishment Zip Code: 01339

Approximate square footage of the Establishment: 20000

How many abutters does this property have?: 10

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	04.09.20_Form_COM_Attestation-5.pdf	pdf	609abfd48f80610756a137ca	05/11/2021
Certification of Host Community Agreement	Host agreement cert form 2021.pdf	pdf	609abff63bbe600765b4e64b	05/11/2021
Plan to Remain Compliant with Local Zoning	MCN282765-Plan to remain compliant with local zoning_sunandsoil.pdf	pdf	609eaca38ecb05074fe6c421	05/14/2021
Community Outreach Meeting Documentation	Community outreach meeting recording.pdf	pdf	61c2499dbccaf2464fd80317	12/21/2021

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	Plan for positive impact-final.pdf	pdf	61a6aef1c812363cbf801459	11/30/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
 First Name: William Last Name: Tucci 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
Secretary of Commonwealth - Certificate of Good Standing	certificate of good standing sec of state.pdf	pdf	609abcfb8f80610756a137af	05/11/2021
Department of Revenue - Certificate of Good standing	certofgoodstandingdeptofrevenue2020.pdf	pdf	609abd47b15b200795552d09	05/11/2021
Department of Revenue - Certificate of Good standing	certofcompliancedeptofunemployment2021.pdf	pdf	609eb216e067a90777b5218a	05/14/2021
Bylaws	Sun and Soil Operating Agreement.pdf	pdf	60a6ca1954f2d307a243fdb	05/20/2021
Articles of Organization	article of organization.pdf	pdf	61aff29bccaf2464fd7be8a	12/07/2021

No documents uploaded

Massachusetts Business Identification Number: 001371940

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	plan to obtain limited liability insurance-final.pdf	pdf	61afffaa151a044618ec1a8c	12/07/2021
Business Plan	Business Plan SSCC-Final.pdf	pdf	61affcd7baa3f462ea4410e	12/07/2021
Proposed Timeline	timeline to become operational-final.pdf	pdf	61afffee434e1f4432e38309	12/07/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Restricting Access to age 21 and older	restricting access to 21 and older-final.pdf	pdf	61b002a3434e1f4432e38313	12/07/2021
Qualifications and training	qualifications and intended training-final.pdf	pdf	61b002df12daf9443937f17e	12/07/2021
Energy Compliance Plan	energy compliance plan-final.pdf	pdf	61b00316ab6c7a4448905e4d	12/07/2021
Maintaining of financial records	maintaining of financial records-final.pdf	pdf	61b00355434e1f4432e38317	12/07/2021
Quality control and testing	quality control and testing-final.pdf	pdf	61b00380151a044618ec1a92	12/07/2021
Prevention of diversion	prevention of diversion-final.pdf	pdf	61b0039b7baa3f462ea44114	12/07/2021
Personnel policies including background checks	personnel policy and background checks-final.pdf	pdf	61b003b490ca3b46232dced4	12/07/2021
Storage of marijuana	storage of marijuana-final.pdf	pdf	61b003cf0b55784640e025ef	12/07/2021
Transportation of marijuana	transportation of marijuana-final.pdf	pdf	61b0048e0183444639b59bbe	12/07/2021
Inventory procedures	inventory policy-final.pdf	pdf	61b004b3073d79445b0d08fd	12/07/2021
Dispensing procedures	dispensing procedure-final.pdf	pdf	61b004c8922a104454b65f5b	12/07/2021
Security plan	security plan-final.pdf	pdf	61b004e9d2f0bb446ad213ac	12/07/2021
Policies and Procedures for cultivating.	cultivation policies and procedures-final.pdf	pdf	61b0051a84fb17447c438fd6	12/07/2021
Record Keeping procedures	record keeping policies.pdf	pdf	61b0074012daf9443937f187	12/07/2021
Diversity plan	Diversity plan-final.pdf	pdf	61c2518d7baa3f462ea48586	12/21/2021

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

Date generated: 03/01/2022

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 6:00 PM
Tuesday From: 6:00 AM	Tuesday To: 6:00 PM
Wednesday From: 6:00 AM	Wednesday To: 6:00 PM
Thursday From: 6:00 AM	Thursday To: 6:00 PM
Friday From: 6:00 AM	Friday To: 6:00 PM
Saturday From: 6:00 AM	Saturday To: 6:00 PM
Sunday From: 8:00 AM	Sunday To: 4:00 PM

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

Manni P. Lee



Music and culture class at Mohawk Trail blends history, current interests

Local teacher finds creative way to engage students during remote learning

For the Recorder

In a new blended course offered this year at Mohawk Trail Regional School in Buckland, students in Catherine Glennon’s “Popular Music and Culture” class analyze the concepts of what makes something popular; what’s considered music and how society defines and contributes to culture.

After working with the school’s equity council and considering ways for students to think deeply about the development of the American experience and diversity, Glennon created this new, innovative history course. The class provides students with history lessons delivered in an engaging, fun, and relevant way.

“Music seemed to be an obvious place where this could happen,” said Glennon. “Bringing a connection between history, music, and modern culture.”

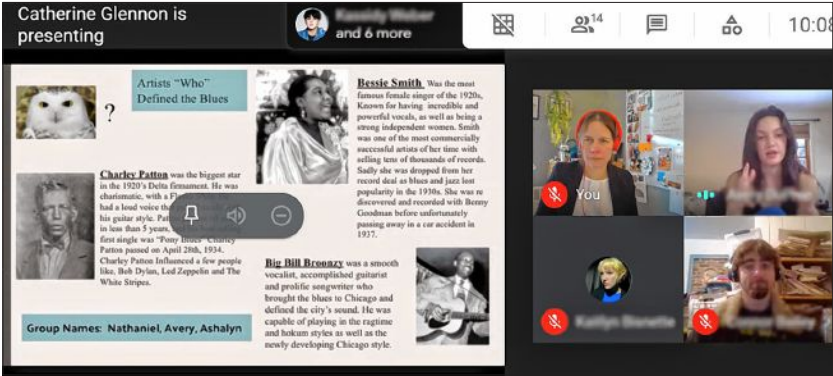
According to Glennon, the class was designed for students to dig deeper into the subject matter, but with an academic approach. Stu-

dents focus on key questions including, what is popular music? What or who defines what is popular or classifies something as music. In addition to this deep, critical thinking and discussion, coursework has included watching a Motown documentary; and researching covers of popular songs and writing music reviews of the work, for example.

“It’s really so cool; students have so much expertise and experience that they bring to class,” said Glennon. “They have opinions and access the information in such different ways.”

During the first week of class, Glennon tasked students with creating a Spotify “playlist of their life” — sharing their favorite songs/singers/subjects that resonated with them. From the first day of the class, Glennon said she saw a spark in her students — increased student engagement and excitement, even in the remote setting.

“This is nothing like I’ve experienced before with remote learning,” said Glennon. “They’re turning on their cameras for class; they’re engaged; they’re making extensive notes in their work and writing music reviews. On the first day, I gave them homework and be-



A screenshot of Catherine Glennon's virtual music class at Mohawk Trail Regional School in Buckland.

fore the end of the school day, they’d already started turning it in.”

Glennon said for many of her students, they’re finding their voices and discovering new talents as well as taking agency and ownership of their work.

“They’re passionate about the work and that’s really rewarding,” said Glennon.

Avery DuPree, a junior at Mohawk Trail Regional School, said Glennon’s class is a great way to fulfill her passion for music during remote learning.

“It gave me the opportunity to

talk about music; learn about different genres and artists moving through the decades, things I would not have been exposed to,” said DuPree. “It’s made me excited to keep learning more.”

DuPree said she’s even found herself furthering her research after class, Googling more about the artists or the lessons that day; doing a deeper dive into their daily lessons. And while she hasn’t loved every genre she’s studied so far, she loves the experience and opportunity to discover new music.

“This class is really amazing,” said DuPree. “I felt like I had an

ear for music (before), but this has really piqued my interest, discovering different genres I enjoy. It’s really helped to open the door to other interests and appreciate the history of artists (and) music — and it’s a really fun way to get in those history credits in a fun way.”

Glennon’s “Popular Music & Culture” course is one way students blaze their trail at Mohawk Trail Regional School, engaging in exciting and innovative learning opportunities. To learn more about the Trailblazer model at the Buckland regional school and the courses offered at the school, visit mtrschools.org and click on the “student services” page.

To check out the class Spotify playlist, visit: open.spotify.com/user/aodjkbpe09jxdlmzvi2vzbwwo. Disclaimer from Glennon: In studying pop culture, it’s not all considered “family-friendly,” so listeners are urged to use their discretion when listening. Songs with explicit lyrics are marked and can be avoided by listeners.

Carla J. Potts is the director of communications and grant writer at Mohawk Trail Regional School District. She can be reached at cpotts@mtrsd.org.



STAFF PHOTO/PAUL FRANZ
Diane Ellis of Warwick holds a photo of her late husband, Gordon Ellis.

Grief

FROM C1

family at a time talking with us for five to seven minutes. And of course, that wasn’t long enough, but it was very similar to a calling hour line, where people would be passing through very quickly.

“Following the virtual calling hours, we held a prerecorded ‘Celebration of Life service’ using YouTube. Many participants were asked to contribute and my children put it all together in one service. The service could be viewed by those far and near and at different times. It is still available; as of a week ago, 813 computers had viewed it — many more than would have been at a church in our area.”

The clergy respond

Members of the clergy seem accustomed to going with the flow and have responded to funeral restrictions in creative ways.

“I have done a Zoom memorial service with a PowerPoint presentation of thoughts, quotes, photos and music,” said the Rev. Linda Rhinehart Neas of South

Deerfield. “Then, we had time to all share memories. There were a few tears, but lots of laughter and a true feeling of warmth and connection.

“I think that people really want to share more than anything else during times of grief. Being able to share, tell and hear the stories of the departed, helps to ease the grief we feel. This kind of sharing allows us to see we are not alone in grief.”

Pastor Rob Gormbley, of Shelburne, said he has officiated at a number of graveside services. “Each one has been unique and all have been very different from pre-COVID times,” Gormbley said.

“On every graveside service that I have been involved with, there has been a sense of awkwardness at the start: Wanting to reach out and hug neighbors, friends and members of the family and having to refrain. Wanting to stand next to each other, hold hands, have an arm around a shoulder. And except for family groups, everyone is required to stand apart.

“At the same time, once the initial awkwardness passes, mutual sorrow and the celebration of a loved one’s life can be seen in the eyes of those attending. I believe that when it comes to those moments of loss, masks and distance do very little in separating those who gather to share their grief from each other.”

The Rev. Mick Comstock said, “Several of our people have had to delay services and are keeping their loved ones’ ashes in their homes. It has felt important to me to offer to come and bless those ashes, as a way of helping them to move on in their grief. Some have taken me up on it.”

The Rev. Dr. Cynthia Crosson-Harrington of the First Congregational Church

of Whately found a way to acknowledge several members whose funerals couldn’t happen with a tribute on All Saints Day. She collected the names of those who had passed and asked a few people to write a paragraph or so on each of these folks, “emphasizing their positive attributes or something they did for others.” She then incorporated these write-ups into a sermon and placed a flower in a vase — “one by one, and socially distanced” in memory of each person.

Funeral directors pivot

Licensed Funeral Director Britney (Kostanski) Gioules recalls that last April, when Dean Elgosin passed, the number of people allowed to attend a function was capped at 10.

“It was really hard for families,” Gioules said. “Some people would have had hundreds of people come through for calling hours and now it would be like a fraction of that, just because of the virus. They’re not getting as much support from the community and it’s not their fault.”

“It seems like we’ve gotten almost closer with our families because we’re almost the only ones that they can physically be with and be in front of to discuss how they’re feeling.

“We’re at a year now so people are navigating a little different,” Gioules continued. “The occupancy limit is 40 percent right now. Our building can hold about 100 people for a service, so we can have about 40 now. So we are able to have calling hours. Nobody can hang around and chat like they used to, but at least people can come through and pay their respects.”

Jeff Cole, owner of Witty’s Funeral Home in Orange, recalls, “We probably got about 90 to 100 people for a funeral. Now, with COVID, we’re very



Owner Jeff Cole on the porch of Witty's Funeral Home on South Main Street in Orange.

restricted. For calling hours, we just have people coming in one door to pay their respects and exit a second door. It’s very cold. People go through the motions and file through and the family knows they came through, but there’s no hugging. They don’t have time to visit with each other. It’s just a whole different ball game now.

“Hopefully, something could be done later on. I think as time goes on, some of these families that had been holding off (having a service) have started healing and they’re going to change their mind and not have any service.”

When that happens, Cole worries that people will have lost that opportunity to pay their respects to the family. “I think we all like to know that our loved ones mattered in other people’s lives.”

Going forward: Tech here to stay

With gathering restrictions loosening up, Licensed Funeral Director Michael Quinn of Kidder Funeral Home in Northfield said, “People are still kind of waiting to see what’s going to happen, but we have been doing some private family viewings and we’ve had some calling hours.

“I can’t wait till it’s over

and we can get back to normal — whatever normal’s going to be.

“However, I also think that anybody that is set up to do the video broadcasts of the funeral, that even when things go back to normal, I’ll bet money that they still do that. In today’s age and technology, it allows more people from a farther distance to be there — or seem like they’re there. I do think that will continue to be a trend.”

Chris Harris can be reached at charris@recorder.com.


SUDOKU ANSWER

8	4	9	2	7	1	6	3	5
7	1	6	3	5	8	2	9	4
5	2	3	6	9	4	1	8	7
1	8	2	9	4	3	7	5	6
3	5	4	8	6	7	9	1	2
6	9	7	5	1	2	3	4	8
4	3	1	7	2	5	8	6	9
2	6	8	4	3	9	5	7	1
9	7	5	1	8	6	4	2	3

REAGLE PUZZLE ANSWER

I	T	R	E	M	I	S	A	H	D	R	O	Y	G	I	L
D	R	E	A	M	O	N	B	U	L	L	S	A	N	D	B
R	E	S	C	I	N	G	S	H	E	L	L	A	C	S	E
U	N	T	I	L	S	H	E	L	L	A	C	S	E	A	G
M	E	S	A	M	I	L	E	V	E	N	T	O	T	O	
L	O	V	E	T	T	L	O	W	I	N	T	E	R	E	S
F	L	A	C	A	T	H	A	R	O	S	A	S	L	E	A
E	A	R	T	H	O	M	M	A	N	S	T	I	N	K	
A	V	E	R	S	E	M	E	C	H	G	O	P	R	I	V
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S	E	A	M	I	L	E	T	A	F	T	S	E	A	S	T
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I	N	F	L	A	T	I	O	R	N	O	S	T	E	V	E
B	A	R	O	N	E	N	E	W	M	Y	S	T	O	S	E
E	V	A	N	G	O	U	L	S	A	L	O	N	S	E	E
T	E	N	D	R	O	F	F	E	R	S	E	C	R	E	T
A	R	O	N	T	O	P	E	K	E	A	B	O	Y		
T	E	N	N	I	S	S	C	H	N	A	P	S	O	H	A
S	T	O	C	K	E	X	C	H	A	N	G	E	A	R	T
A	T	S	E	A	C	O	O	L	I	E	S	R	I	O	T
R	U	E	S	I	T	O	E	S	T	E	D	O	I	N	G

LEGAL NOTICES



Legals

Public Hearing Orange Elementary School District

Public Hearing on School Choice and FY22 Budget. Monday, April 12, 2021 at 6:00PM. Virtual meeting <https://meet.google.com/wib-xpcg-moo> March 20

119917

Legals

LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Cultivation establishment is scheduled for: **Tuesday, April 6, 2021, at 5:30 P.M., E.S.T.** The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Cultivation establishment to be located at: 24 Mountain Branch Road in Charlemont, MA. Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923, using access code: 635 914 1394. Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/sunandsoil/. The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by e-mailing: law@marvincable.com; or, calling: (413) 268-6500. Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance. More details can be found online at: www.marvincable.com/sunandsoil/.

March 20

120330

LEGAL NOTICE DEADLINES

Monday's paper	Friday at 9am
Tuesday's paper	Friday at 4pm
Wednesday's paper	Monday at Noon
Thursday's paper	Tuesday at Noon
Friday's paper	Wednesday at Noon
Saturday's paper	Thursday at Noon

The Greenfield Recorder's new app

– today's paper at your fingertips

The Recorder's app provides subscribers with access to the most comprehensive reporting throughout the Franklin County.

- Organized, easy to navigate platform
- Full access to live news • Daily e-edition
- Breaking news alerts • Archives

Download the Greenfield Recorder app today.

Download on the App Store | GET IT ON Google Play



GREENFIELD RECORDER
www.greenfieldrecorder.com
your community news 24/7

FULL ACCESS IS PART OF YOUR SUBSCRIPTION!

And that includes access to our daily e-edition from any smart device – browse by section, search for articles or refer to archived editions at your convenience.

Attachment B

March 25, 2021

CHARLEMONT TOWN CLERK
157 MAIN STREET
CHARLEMONT, MA 01339

Re: NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING

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The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Cultivation establishment to be located at: 24 Mountain Branch Road in Charlemont, MA.

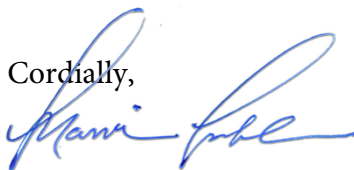
Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923, using access code: 635 914 1394.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/sunandsoil/.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by e-mailing: law@marvincable.com; or, calling: (413) 268-6500.

Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance. More details can be found online at: www.marvincable.com/sunandsoil/.

Cordially,



Marvin Cable, Esq.

Attachment C

March 25, 2021



Re: NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Cultivation establishment is scheduled for: Tuesday, April 6, 2021, at 5:30 P.M., E.S.T.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on the proposed Marijuana Cultivation establishment to be located at: 24 Mountain Branch Road in Charlemont, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923, using access code: 635 914 1394.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/sunandsoil/.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by e-mailing: law@marvincable.com; or, calling: (413) 268-6500.

Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance. More details can be found online at: www.marvincable.com/sunandsoil/.

Cordially,

A handwritten signature in blue ink, appearing to read "Marvin Cable".

Marvin Cable, Esq.

Disclosure of relationship and interest of Marvin Cable.

Marvin Cable, Esq. is counsel for the Applicant. Attorney Cable has no ownership in, nor control of Applicant's business. Attorney Cable is paid to provide legal guidance and legal services relating to Applicant's potential Marijuana Establishment.

Marvin Cable, Esq.'s contact information is as follows:

Law Offices of Marvin Cable

P.O. Box 1630

76 Gothic Street

Northampton, MA 01060

law@marvincable.com

+1 (413) 268-6500

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):

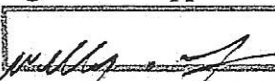
1. Name of applicant:

Sun and Soil Craft Cannabis

2. Name of applicant's authorized representative:

William Tucci

3. Signature of applicant's authorized representative:



4. Name of municipality:

Charlemont Massachusetts

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

Selectboard *Marguerite Willis-Chair*



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

Marguerite Willis

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).*):

Marguerite.Willis@townofcharltonma.org

8. Host community agreement execution date:

3/22/21

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.

The following is an outline of the responsibilities of SUN AND SOIL CRAFT CANNABIS LLC (“Sun and Soil” , “SSCC”, “S&S” or “Company”) to ensure compliance of the Cannabis Control Commission’s (“Commission”) regulations and to ensure that S&S is compliant with local zoning, and all other relevant laws.

CHARLEMONT ZONING BYLAWS

SSCC will, at all times, remain compliant with the local zoning requirements as set forth in the Charlemont Zoning Ordinance and any other additional requirements imposed by local or state governments. SSCC’s location at 24 Mountain Branch Road, is within the Rural Residential Zoning District and is a permitted use pursuant to the Charlemont MA Zoning Bylaws. SSCC has been issued a special permit by the Planning Board in compliance with Section 46 of the Bylaws.

In compliance with the local zoning bylaws, SSCC is located more than 500 feet from any school, it shall not be located within a building containing residential units, and will not be operated from a mobile or transitory location.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING IN THE FUTURE:

SSCC will apply for any additional required local permits, and shall obtain building permits and any other local approvals as applicable. SSCC will fully comply with all conditions and requirements in all other local permits.

Sun and Soil has a good relationship with the Town, whom we would work with if there were any proposed changes to local zoning or licensure that would impact our operations. SSCC will maintain regular and open communication with local officials, and work cooperatively with the municipality to ensure that SSCC remains fully compliant with local laws, regulations, rules, codes and conditions regarding every aspect of SSCC’s building and operations.

Sun and Soil Craft Cannabis

MCN282765

To whom it may concern;

A video recording of Sun and Soil Craft Cannabis Host Community meeting can be found at:

<https://youtu.be/5WHdxt0CiDE>

The participants were:

Marvin Cable

William Tucci

Dan Wetterwald

Erica Travis

Wilder Sparks

Ashley Sparks

Kyle Sosebee

Todd Dunford

Sun and Soil Craft Cannabis, LLC (SSCC)

Application of Intent

A plan to positively impact disproportionately harmed people

Goals

SSCC will promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement, and to positively impact those communities in Massachusetts. As such, SSCC plans to focus its efforts to positively impact areas of disproportionate impact in those regions, in the following ways:

- Direct Giving Program
- Hiring Preference Program

Programs

1. Direct Giving Program-

SSCC will positively impact Pittsfield, MA and the surrounding area through an established relationship with a local organization with a donation. SSCC is giving \$500.00 to Roots Rising by December 20, the first year of licensure and business operation. Roots Rising is an educational and farming initiative that gives young people the tools they need to produce food locally while expanding access to high quality, locally grown produce. We are currently communicating with them and have a letter of commitment from them to accept our annual donations and that we will meet their requirements for contributions.

2. Hiring Preference Program-

SSCC will establish a preference for hiring employees and subcontractors that reside within defined geographic areas of disproportionate impact. Pittsfield is such a community. When SSCC is hiring, there will be an attempt for at least 20% of all individuals hired who will be Massachusetts residents with past drug convictions. SSCC will target potential employees located in Pittsfield, an area of disproportionate impact, by advertising in the Pittsfield newspaper, The Berkshire Eagle. To identify and recruit these potential employees seeking entry into the adult-use marijuana industry and full-time employment, SSCC will advertise monthly during the hiring process in The Berkshire Eagle stating that SSCC is specifically looking for Massachusetts residents who have had past drug convictions for potential employment.

Additionally, SSCC will cover the financial cost for Agent Registration with the Cannabis Control Commission, and any associated fingerprinting and background check fees, which will serve to remove financial barriers for these applicants. When advertising available positions, SSCC will not impose unnecessary educational requirements that can create barriers to employment.

Measurement & Accountability

SSCC will responsibly maintain records of donations, employment applications, and the current number of SSCC employees from areas of disproportionate impact.

The hiring metrics: SSCC will count the number of individuals hired who have had past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 20% of all individuals fall within this goal. Out of 5 people hired- one with a prior drug conviction.

This information will be available for the Commission to review upon request. An annual analysis of the effectiveness of *the plan to positively impact areas of disproportionate impact* will be conducted and a report prepared and submitted with renewal of license. If any results identifying areas for improvement are concluded, corrective action will be taken immediately.

Acknowledgments

SSCC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Sun & Soil Craft Cannabis

24 Mountain Branch Road
Charlemont, Ma. 01339
sunandsoil1@gmail.com

Cc: Cannabis Control Commision

Union Station, 2 Washington Square
Worcester, Ma 01604
(774) 415-0200
commission@CCCMass.com

August 10, 2021

CCC Board Members,

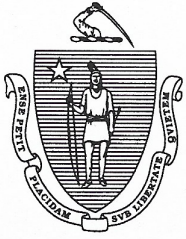
We have been in communication with Sun and Soil Craft Cannabis. They have kindly offered an annual donation to our organization. Our mission is to empower youth and build community through food and farming. You can learn more about our work at rootsrising.org.

Roots Rising agrees to accept the annual \$500.00 donations from SSCC. SSCC will pay by check or money order by December 20 of the first year licensed and in business.

Let us know if further information is needed. Thank you for offering this program.

Sincerely,

Jessica Vecchia and Jamie Samowitz
Co-Founders and Co-Directors, Roots Rising
rootsrising.org



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

William Francis Galvin
Secretary of the
Commonwealth

April 20, 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

SUN AND SOIL CRAFT CANNABIS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 5, 2019.**

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: **WILLIAM A TUCCI, DANIEL J WETTERWALD, WILDER B SPARKS, ASHLEY E SPARKS, ERICA C TRAVIS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **WILLIAM A TUCCI, DANIEL J WETTERWALD, WILDER B SPARKS, ASHLEY E SPARKS, ERICA C TRAVIS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **WILLIAM A TUCCI, DANIEL J WETTERWALD, WILDER B SPARKS, ASHLEY E SPARKS, ERICA C TRAVIS**



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

Processed By:NGM



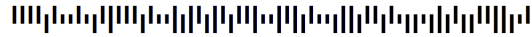
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0872627520
Notice Date: March 11, 2021
Case ID: 0-001-106-800



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SUN AND SOIL CRAFT CANNABIS LLC
24 MOUNTAIN BRANCH RD
CHARLEMONT MA 01339-9764

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



327707977

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Sun and Soil Craft Cannabis
24 MOUNTAIN BRANCH RD
CHARLEMONT, MA 01339-9764

EAN: 22189614
March 10, 2021

Certificate Id:46141

The Department of Unemployment Assistance certifies that as of 3/10/2021, Sun and Soil Craft Cannabis 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

SUN AND SOIL CRAFT CANNABIS, LLC OPERATING AGREEMENT

A Member-Managed Massachusetts Limited Liability Company

A. PRELIMINARY PROVISIONS

1. Effective Date

The Members whose signatures appear at the end of this Agreement adopt this Operating Agreement of Sun and Soil Craft Cannabis, LLC, effective as of May 14, 2021.

2. Name

The formal name of this LLC is **Sun and Soil Craft Cannabis, LLC** (called, the “LLC”). The LLC may do business under a different name by complying with the state’s fictitious or assumed business name statutes and procedures and any regulatory requirements.

3. Structure.

This is a Massachusetts member-managed LLC with the members using the corporate organization model and operating as a partnership.

4. Business Purpose

The LLC will operate as a cannabis cultivation farm, and may engage in such activities as permitted by the CCC and related ancillary activities.

5. Duration of LLC

The duration of this LLC shall be perpetual. This LLC shall terminate when a proposal to dissolve the LLC is adopted by the Members of this LLC or when this LLC is otherwise terminated in accordance with law.

B. MEMBERSHIP PROVISIONS

1. Liability of Members

No Member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it, and no Member shall have any liability to restore any negative balance in his or her capital account and the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the LLC.

1.5 Indemnification

Each Member and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Member or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith, in the reasonable belief that his or her action was in the best interests of the LLC.

Without limiting the foregoing, the LLC may, acting with the Consent of the Members, exclusive of any Member seeking indemnification, elect (on a case-by-case basis) to cause such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided even if the person to be indemnified is no longer a Member or an Affiliate of a Member.

Any indemnity under this Section shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof.

2. Management

This LLC shall be managed exclusively by all of its Members.

3. Members' Capital Interests

For each Member, the LLC shall establish and maintain a separate Capital Account. A Member's capital interest in this LLC shall be computed as a fraction, the numerator of which is the total of a Member's capital account and the denominator of which is the total of all capital accounts of all Members. This fraction shall be expressed in as a percentage, which shall be called each Member's "capital interest" in this LLC.

4. Compensation

Members shall not be paid as Members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

5. Membership

The records book of this LLC shall contain a list of the names and addresses of all persons who are Members, and record the date of all cancellations or transfers of membership by Members or the LLC.

7. Admission of New Members

A person or legal entity shall not be admitted into membership in this LLC unless (i) all Members consent to the admission of such new Member either in writing or by vote in a meeting of the Board at which a quorum is present and (ii) the new Member signs a copy of this Operating Agreement.

8. Investment Representations

Each Member, by execution of this Agreement reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC the following:

- (a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.
- (b) It understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.
- (c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from the Members or other representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.
- (d) It has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such an investment.
- (e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.
- (f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to both execute and deliver this Agreement and perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

C. TAX AND FINANCIAL PROVISIONS

1. Tax Classification of LLC

The Members of this LLC intend that this LLC be classified as a corporation for federal and, if applicable, state income tax purposes. This LLC shall be considered a corporation for tax

purposes. It is understood that all Members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

2. Tax Year and Accounting Method

The tax year of this LLC shall end on the last day of the month of December. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all Members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax offices.

3. Partnership Representative

If required under Internal Revenue Code provisions or regulations, this LLC shall designate from among its Members or other eligible individuals or entities a “partnership representative” in accordance with applicable Treasury regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the Members on the progress and outcome of these dealings.

4. Annual Income Tax Returns and Reports

Within 90 days after the end of each tax year of the LLC, a copy of the LLC’s state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each Member of the LLC, together with any additional information and forms necessary for each Member to complete his or her individual state and federal income tax returns. This additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065—Partner’s Share of Income, Credits, Deductions) or equivalent income tax reporting form, as well as a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

5. Title to Assets

All personal and real property (including real estate leases) of this LLC shall be held in the name of the LLC, not in the names of individual Members. All contracts and agreements shall be in the name of the LLC or shall be assigned to the LLC when necessary.

6. Distributions

Except as otherwise provided in this Agreement, distributable cash shall be distributed to the Members in accordance with their Capital Interest percentage.

7. Tax Distributions

During, or within 90 days following the end of, each fiscal year of the LLC, the LLC shall distribute to each Member in cash an amount equal to the aggregate federal and state income tax

liability such Member would have incurred for such year as a result of such Member's ownership of an interest in the LLC determined as if (i) each Member was a natural person residing in the Commonwealth of Massachusetts; (ii) all taxes were imposed at the maximum potentially applicable marginal rate of tax applicable to income taking into account the nature of the income (e.g., as ordinary income or long term capital gain); and (iii) taking into account all carryovers of losses or credits from prior years. Notwithstanding the foregoing, such distributions may be reduced or not made with respect to any fiscal year if the funds of the LLC are not available therefor (and the LLC shall not be obligated to borrow money, call for capital contributions from the Members or sell assets in order to generate sufficient cash to make any such distribution). Amounts otherwise distributable to a Member pursuant to this Agreement with respect to a fiscal year shall be reduced by any amounts distributed to such Member pursuant to any provision of this Agreement during such year (other than amounts distributed pursuant to this Tax Distributions Section with respect to a prior fiscal year). Amounts distributed to a Member pursuant to this Section shall be treated as advances against amounts otherwise distributable to the Member pursuant to this Agreement and, accordingly, shall reduce the amount of any subsequent distribution to the Member.

8. *Basic Allocations.*

Except as provided below, the Net Profits and Net Losses of the LLC from operations for any year (or other fiscal period) shall be allocated among the Members in accordance with their Percentage Interests.

9. *Regulatory Allocations.*

Notwithstanding the provisions of Section 9 above, the following allocations shall be made in the following order of priority:

(a) Items of income or gain (computed with the adjustments contained in paragraphs (i), (ii), (iii), (vi) and (vii) of the definition of "Net Profits and Net Losses") for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the LLC for any year shall be allocated to the Members in accordance with their respective Percentage Interests, *provided, however*, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain (computed with the adjustments contained in paragraphs (i), (ii), (iii), (vi) and (vii) of the definition of "Net Profits and Net Losses") for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the LLC be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 5.02(d) only, by increasing the Member's Adjusted Capital Account balance by the amount the Member is obligated to restore to the LLC pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) and decreasing it by the amounts specified in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)).

(e) In the event that items of income, gain, loss or deduction are allocated to one or more Members pursuant to subsections (c) or (d), above, subsequent Net Profits and Net Losses from operations will first be allocated (subject to the provisions of subsections (c) and (d)) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what the balance would have been if the original allocation of items of income, gain, loss or deduction thereof, pursuant to subsections (c) or (d), had not occurred.

(f) For tax purposes, except as otherwise provided herein, or as required by I.R.C. § 704, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses, *provided, however*, that if the Carrying Value of any property of the LLC differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under I.R.C. § 704(c).

10. Contracts with Members

With the approval of the Members in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC, of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements.

E. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

1. Withdrawal of Members

A Member may withdraw from this LLC by giving written notice to all other Members at least 90 days before the date the withdrawal is to be effective. In the event of such withdrawal, the LLC shall pay the departing Member the fair value of his or her LLC interest, less any amounts owed by the Member to the LLC. Reasonable installment payments over a reasonable time or other means of repayment may be used to pay out the departing Member so as to not impair the financial stability of the LLC.

The departing and remaining Members shall agree at the time of departure on the fair value of the departing Member's interest and the payment to be made by the LLC to the departing Member. If the departing and remaining Members cannot agree on the value of departing Member's interest, they shall select an appraiser, who shall determine the current value of the departing Member's

interest. This appraised amount shall be the fair value of the departing Member's interest, and shall form the basis of the amount to be paid to the departing Member.

2. Restrictions on the Transfer of Membership

A Member shall not transfer, including by will or other testamentary device, his or her membership in the LLC to any third party unless all of the non-transferring LLC Members first agree in writing to approve the admission of the transferee into this LLC. Further, no Member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other Members of the LLC. In the event of the death or incapacity of a Member, his/her share shall automatically revert to the remaining Member(s) on an equal basis.

Notwithstanding the above provision, any Member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other Members. Such an assignment shall be an assignment of the right to receive distribution payments only, and shall not include a transfer of the Member's voting or management rights in this LLC, and the assignee shall not become a Member of the LLC.

No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Members may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

F. DISSOLUTION PROVISIONS

1. Events That Trigger Dissolution of the LLC

The following events shall trigger a dissolution of the LLC, except as provided:

- a. Dissociation of a Member.** The dissociation of a Member, which means the death, incapacity, bankruptcy, retirement, resignation or expulsion of a Member, or any other event that terminates the continued membership of a Member shall cause a dissolution of this LLC only if and as provided below:

- 1. If a vote must be taken under state law to avoid dissolution.** If, under provisions of state law, a vote of the remaining LLC Members is required to continue the existence of this LLC after the dissociation of a Member, the remaining Members shall affirmatively vote to continue the existence of this LLC within the period, and by the number of votes of remaining Members, that may be required under such provisions. If such a vote is required, but the period or number of votes requirement is not specified under such provisions, all remaining Members must affirmatively vote to a continuation of this LLC within 90 days from the date of the date of dissociation of the Member. If the affirmative

vote of the remaining Members is not obtained under this provision, this LLC shall dissolve under the appropriate procedures specified under state law.

- 2. If a vote is not required under state law to avoid dissolution.** If provisions of state law do not require a vote of remaining Members to continue the existence and/or business of the LLC after the dissociation of a Member, and/or allow the provisions of this Operating Agreement to take precedence over state law provisions relating to the continuance of the LLC following the dissociation of a Member, then this LLC shall continue its existence and business following such dissociation of a Member without the necessity of taking a vote of the remaining Members. Notwithstanding the above, if the LLC is left with fewer Members than required under state law for the operation of an LLC following the dissociation of a Member of this LLC, the LLC shall elect or appoint a Member in accordance with any provisions of state law regarding such election or appointment. If such election or appointment is not made within the time period specified under state law, or, if no time period is specified under state law and the LLC makes no election or appointment within 90 days following the date of dissociation of the Member, this LLC shall dissolve under the appropriate procedures specified under state law.

b. Written Agreement to Dissolve. The written agreement of all Members to dissolve the LLC shall cause dissolution of this LLC according to the terms thereof.

c. Entry of Decree. The entry of a decree of dissolution of the LLC under state law shall cause a dissolution of this LLC.

If the LLC is to dissolve according to any of the above provisions, the Members shall wind up the affairs of the LLC, and take other actions appropriate to complete a dissolution of the LLC in accordance with applicable provisions of state law.

Liquidating distributions shall be made in accordance with the general distribution provisions of this Agreement.

G. Miscellaneous

1. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

2. Counterparts

This Agreement may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

3. Third-Party Beneficiaries

The provisions of this Agreement are not intended to be for the benefit of any creditor (other than a Member, in his, her or its capacity as such, who is a creditor) or other person (other than a Member in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

4. Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and hereby agree that each Member and each shall be entitled to rely on the provisions of this Agreement, and no Member shall be liable to the LLC or any other Member for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

5. Severability

If any provision of this Agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

[Signature page to follow]



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

Restated Certificate of Organization

(General Laws, Chapter)

Identification Number: 001371940

The date of filing of the original certificate of organization: 3/5/2019

1. The exact name of the limited liability company is: SUN AND SOIL CRAFT CANNABIS LLC
and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 24 MOUNTAIN BRANCH RD
 City or Town: CHARLEMONT State: MA Zip: 01339 Country: USA

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

No. and Street: 24 MOUNTAIN BRANCH RD
 City or Town: CHARLEMONT State: MA Zip: 01339 Country: USA

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

CRAFT CANNABIS CULTIVATION FARM. THE ENTITY WILL NOT ENGAGE IN THE SALE OR C
ULTIVATION OF CANNABIS OR ANY OF THE RELATED REGULATED PRODUCTS UNTIL APPR
OVED BY THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: WILLIAM A TUCCI
 No. and Street: 24 MOUNTAIN BRANCH RD
 City or Town: CHARLEMONT State: MA Zip: 01339 Country: USA

I, WILLIAM A TUCCI resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	WILLIAM A TUCCI	24 MOUNTAIN BRANCH RD CHARLEMONT, MA 01339 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	WILLIAM A TUCCI	24 MOUNTAIN BRANCH RD CHARLEMONT, MA 01339 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	WILLIAM A TUCCI	24 MOUNTAIN BRANCH RD CHARLEMONT, MA 01339 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

REMOVE WILDER SPARKS AS A MANAGER (LINE 6). REMOVE WILDER SPARKS AS A PERSON AUTHORIZED TO EXECUTE DOCUMENTS TO BE FILED WITH THE CORPORATIONS DIVISION (LINE 7). REMOVE WILDER SPARKS AS A PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY (LINE 8). REMOVE ASHLEY SPARKS AS A MANAGER (LINE 6). REMOVE ASHLEY SPARKS AS A PERSON AUTHORIZED TO EXECUTE DOCUMENTS TO BE FILED WITH THE CORPORATIONS DIVISION (LINE 7). REMOVE ASHLEY SPARKS AS A PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY (LINE 8). REMOVE DANIEL WETTERWALD AS A MANAGER (LINE 6). REMOVE DANIEL WETTERWALD AS A PERSON AUTHORIZED TO EXECUTE DOCUMENTS TO BE FILED WITH THE CORPORATIONS DIVISION (LINE 7). REMOVE DANIEL WETTERWALD AS A PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY (LINE 8). REMOVE ERICA TRAVIS AS A MANAGER (LINE 6). REMOVE ERICA TRAVIS AS A PERSON AUTHORIZED TO EXECUTE DOCUMENTS TO BE FILED WITH THE CORPORATIONS DIVISION (LINE 7). REMOVE ERICA TRAVIS AS A PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY (LINE 8).

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

**SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of October, 2021,
WILLIAM TUCCI , Signature of Applicant.**

THE COMMONWEALTH OF MASSACHUSETTS

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

October 28, 2021 02:24 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

PLAN TO OBTAIN LIMITED LIABILITY INSURANCE.

SUN AND SOIL CRAFT CANNABIS LLC (“Sun and Soil” or “S&S” or “SSCC”) intends to obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for the policy shall be no higher than \$5,000 per occurrence.

SSCC has already sought out quotes from liability insurance companies. SSCC intends to start policy coverage shortly after submission of the CCC application and will ensure that a compliant policy is in effect prior to operations.

SUN AND SOIL CRAFT CANNABIS LLC.

2021 Business Plan

SUN AND SOIL CRAFT CANNABIS LLC (SSCC) proposes a unique cultivation and production facility in rural Western Massachusetts that will marry cutting edge greenhouse technology with natural sunlight and soil science to grow organic, high potency, craft cannabis and manufacture cannabis products for the recreational market with minimal environmental impact.

Sun and Soil grows healthy and vibrant plants that yield higher quality flowers from natural sunlight. Sunlight benefits plants significantly by providing the energy the plants need with full light spectrum photosynthesis. We grow healthy vibrant plants that yield higher quality flowers from full spectrum sunlight and geaponics. The current standard in the industry uses artificial light that mimics the spectrum of the sun and has an elevated carbon footprint. There is not a synthetic light with the strength and capacity of the sun. Sunlight offers electromagnetic waves and an information source for plants through photoreceptors. Different light spectra give the plant an indication of its environment and how to survive, thrive and flower. Geaponics is an organic growing philosophy based on the complexities of a living soil system. Living soils contain all the nutrients, beneficial bacteria and friendly fungi required to feed a plant from sprout to harvest. In comparison to the high-tech soilless systems used throughout the industry today, growing in living soil is a relatively simple system and significantly more environmentally friendly.

We define our commitment to producing consistent and high-quality cannabis below by detailing crucial components of our business model including compliance, marketing and philanthropic ventures.

Business Model

SSCC is located on 2.5 acres sublet at Hope Springs Farm, 24 Mountain Branch Rd., Charlemont, MA 01339

President and CEO- William Tucci

Safety and compliance with Massachusetts Code of Regulations will be the number one priority. The principal owner will be responsible for instituting the policies and procedures of the business as well as ensuring compliance with all required current and future state regulations and employee safety.

SSCC Facility:

SSCC has a sublet lease agreement on 2.5 acres on Hope Springs Farm which consists of 88 acres located on a mountain top in the Town of Charlemont in western Massachusetts. The

location cannot be seen from abutter locations and has been approved as an appropriate use in the Charlemont Massachusetts Cannabis Bylaws and planning board special permitting. SSCC has a host agreement with the Town of Charlemont for 10,000 sq. ft. of canopy. SSCC will build its facility in phases.

Phase 1 will include construction of 1 30' x 100' greenhouse, as well as a wood-framed greenhouse with a sustainable heating system for the mothers and clones as well as an area for storage and drying. The construction plan includes security and compliance with all CCC guidelines.

Phase 2 includes Initial Operations, Seed to Sale Metrics and Transportation training and implementation.

Phase 3 includes expansion to add other greenhouses and manufacturing facility for tinctures, lotions and edibles along with nursery and processing facilities. This phase will involve obtaining a manufacturing license from the CCC. Solar panels will be used to provide electricity and a rainwater collection system will supplement a dedicated well.

Financial Plan:

Financial Projections- SSCC is confident it will be profitable within 12 months of operation. With current projected market prices and production capability, first year operating cash flows are projected at \$1 Million, each subsequent year for two years, a new greenhouse will be added to the facility raising projected cash flow to \$3 million per year.

Income Projections:

First year: With two to three grow cycles in flowering greenhouses per season, SSCC will have an estimate of 9,000 sq ft of canopy producing 400 - 500 lbs. per year at a median market price, which is currently around \$2,000 to \$2,500 per pound for cannabis grown in a climate-controlled environment.

Estimated Annual Flower Gross Income: \$800,000 - \$1,250,000.

Market projections-

As more Massachusetts dispensaries enter the recreational market, there is a projected need for local, farm-sourced cannabis flower and topicals. Initial conversations with local dispensaries confirm interest in cannabis produced in this way. By entering the market with both high-quality flower and manufacturing, Sun and Soil Craft Cannabis will be neatly situated to supply both of these markets.

Our finance team primarily uses an accepted study with adjustments to determine our baseline market assumptions. The projections do not assume any legislative or regulatory agency changes such as the addition of qualifying conditions. Our operating plan provides for potential expansion in excess of current expected demand.

Revenue Source- Our consumption assumptions are in line with state analysis.

Projected yield 400 lbs. of flower

high yield= 500 lbs. of flower

At low market \$2000/ lbs. high market \$3000/lbs.

Our staff believes this is sound and realistic.

Pricing- Sun and Soil has established its pricing assumptions based on existing market data and predictions based on more mature markets in Colorado and California.

Quality Assurance- Sun and Soil has standard operating procedures (SOPs) that ensure compliance that specifically address quality control measures, labeling and packaging, inventory control, production control, and all associated with the cultivation workflow.

MARKETING PLAN

Cannabis

Sun and Soil Craft Cannabis, LLC. Is first and foremost a cannabis company from seed to sale, we immerse ourselves and engage in all aspects of growing thriving plants. Each member of our team is passionate about cannabis and its plant intelligence and believes strongly in cannabis as a healing plant.

Promotion through Community Involvement

Our community shapes every aspect of how we operate.

Socio-economic gaps between community service organizations

Local educational seminars for hemp farming to help mitigate negative stigmas associated with the sale and use of cannabis.

Corporate Sponsors and Investors

Sun and Soil will establish itself as a dedicated community member. All sponsorship and fundraising will comply with CCC regulations and community standards.

Fundraising Events

Sun and Soil Craft Cannabis LLC recognizes the value of a strong business network when engaged in fundraising efforts for charitable local organizations designated to receive regular donations. Increase visibility and awareness within the community.

ECONOMIC DEVELOPMENT

Economic development and job creation have been a cornerstone of legal cannabis sales in the US. An RCG Economics and Marijuana Policy Group study of Nevada says that the state could support over 41,000 jobs through 2024 and generate over \$1.7 billion in labor income. Analysts predict some 200,000 jobs will be created in the cannabis industry across the US.

Massachusetts should substantially benefit from the enactment of this program. The economic impact from job creation and tax revenue derived from an estimated \$400,000,000 in sales

across the state of Massachusetts will be significant. Sun and Soil is prepared to be a contributor to this positive economic boom.

IN CONCLUSION

The ethos of success begins with the company's owner and teams who bring unwavering commitment to best practices and agricultural science throughout the entire production cycle. Our team is passionate about the natural growth cycle/ intelligence of the plant/ ecosystem balance/ reduced carbon footprint/ reduced electric and water usage, all while bringing the highest quality flower from plants that thrive in the best possible conditions. That's what sets Sun and Soil craft cannabis apart from other offerings.

Sun and Soil applies this commitment towards consistency and quality not only to the cannabis plants but towards the community at large. It is a core belief that all those participating in the cannabis community have a responsibility to the greater society and environment. As such, Sun and Soil strives to contribute to the rural community in Charlemont, MA.

This cannabis operation will grow and succeed in a beautiful greenhouse facility on Hope Springs Farm, combined with community commitments this project will continue to have positive impacts on the community with which it resides.

RESTRICTING ACCESS TO AGE 21 AND OLDER.

The following is an outline of the responsibilities of SUN AND SOIL CRAFT CANNABIS LLC (“Sun and Soil” or “S&S” or “Company”) to ensure compliance of the Cannabis Control Commission’s (“Commission”) regulations and to ensure that S&S restricts access to age 21 and older, in order to be compliant with Commission’s regulations, and all other relevant laws.

RESPONSIBILITIES.

The Sun and Soil Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Sun and Soil are over the age of 21.

ACCESS TO THE FACILITY.

The Sun and Soil cultivation facility allows only the following individuals access to it’s facility:

- Sun and Soil Agents (including board members, directors, employees, executives, managers, or volunteers).
 - Must have a valid Agent Registration Card issued by the Commission.
 - All Sun and Soil Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- Visitors (including outside vendors and contractors)
 - Prior to being allowed access to the facility or any Limited Access Area, the visitor 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 is verified they will be given a Visitor Identification Badge
 - Visitors will be escorted at all times by a marijuana establishment agent 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 exit.

- The visitor log will be available for inspection by the Commission at all times.
- Access to the Commission, Emergency Responders and Law Enforcement.
 - The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - Representatives of other state agencies of the Commonwealth;
 - Emergency responders in the course of responding to an emergency; and,
 - Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - Individuals described above in this policy will be granted immediate access to the facility.

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.

QUALIFICATIONS AND INTENDED TRAINING.

SUN AND SOIL CRAFT CANNABIS LLC (“Sun and Soil” or “S&S”) will look for the following qualifications, and train all new employees on the following guidelines.

QUALIFICATIONS FOR A SUN AND SOIL MARIJUANA ESTABLISHMENT AGENT

The minimum requirements to become a Sun and Soil Marijuana Establishment are outlined below. All Sun and Soil board members, directors, employees, executives, managers or volunteers will apply to the Cannabis Control Commission as a Sun and Soil 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.

All Sun and Soil Agents must:

- Be 21 years of age or older;
- 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
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Sun and Soil will develop a job description for all positions with the company. While all Sun and Soil Agents must meet the qualifications listed above, many of S&S’s positions will require additional qualifications depending on the required duties.

MANDATORY TRAINING OF SUN AND SOIL AGENTS

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

S&S 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:

- Code of Conduct;

- Marijuana Regulations;
- Security and Safety;
- Emergency Procedures/Disaster Plan;
- Diversion of Marijuana;
- Terminatable Offences;
- Confidential Information;
- Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - Alcohol, smoke and drug-free workplace;
 - Equal Employment Policy;
 - Anti-Harassment and Sexual Harassment Policy;
 - Americans with Disability Act;
 - Employee Assistance Policy; and
 - Diversity Plan
- 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”).
- All Sun and Soil Agents will receive a minimum of 8 hours of training annually.
- Sun and Soil 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 Personnel File. Training records will be retained by Sun and Soil for at least one year after agents’ termination.
- Sun and Soil will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a “responsible vendor”.
 - After the responsible vendor designation is applied each S&S owner, manager, and employee 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.”

- Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Sun and Soil will allow and encourage them to attend on a voluntary basis.
- Sun and Soil 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.

ADDITIONAL TRAINING

Sun and Soil will provide ongoing training and training opportunities to its employees. In addition to required training, Sun and Soil will encourage advanced training to S&S's employees in the areas of Safety and Security, Marijuana Science or other areas that enhance the Company's products. We will, additionally, encourage, but not require employees to participate in community outreach activities including, but not limited to educational outreach, outreach to prevent diversion to minors and community involvement activities.

ENERGY COMPLIANCE PLAN.

Energy and resource conservation are important philosophical missions to Sun and Soil. Sun and Soil will adopt and use best management practices as determined by the CCC to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide and report such energy usage to the CCC as required. The procedures listed below are a part of the Energy and Resource Conservation practices Sun and Soil plans to implement.

Sun and Soil is committed to identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities, pursuant to 935 CMR 500.105(15).

In controlled environment agriculture, particularly for indoor cannabis growth, large amounts of energy are required. To comply with 935 CMR 500.120(11) Sun and Soil intends to purchase LED's that are on the DesignLights Consortium Horticultural Qualified Products List ("DLC list"). Horticulture Lighting Power Density must not exceed 36 watts per square foot. To ensure that energy usage does not exceed this threshold, Sun and Soil will monitor energy consumption and regularly assess the effectiveness of operational changes in reducing energy consumption.

- Additionally, as Sun and Soil engages in renovations, expansions, or upgrades, or replaces or repairs equipment, Sun and Soil will actively identify opportunities to implement energy efficiency measures.
- Sun and Soil will identify energy saving opportunities when equipment fails or needs replacement.
- Regardless, Sun and Soil will satisfy minimum energy efficiency standards established by the CCC and shall comply with all applicable environmental laws, regulations, and permits.

Sun and Soil will consider 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 per 935 CMR 500.105(15). Sun and Soil will:

- Make energy supply decisions and regularly evaluate renewable options based on the available options for renewable energy;
- Identify renewable or alternative energy opportunities as part of any facility upgrades, renovations, or expansions;
- and Identify renewable or alternative energy opportunities when equipment fails or needs to be replaced.

Sun and Soil will also consider opportunities for renewable energy generation whenever it repairs or replaces equipment, or engages in facility expansion or renovations

- Sun and Soil will employ strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage), in compliance with 935 CMR 500.105(15). Sun and Soil will:
- Monitor energy demand and make adjustments to operations based on usage data;

Participate in load curtailment, energy storage, or other active demand management programs to the extent applicable to our operations.

Sun and Soil will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15). Sun and Soil will utilize the MassSave programs which offer energy assessments and incentives to upgrade to energy-saving equipment and systems. Sun and Soil will ensure on a regular basis that equipment is maintained, calibrated, and operating properly. Including, but not limited to, maintaining operations manuals and operating procedures for all major energy-using equipment, such as horticultural lighting, HVAC systems, and dehumidification systems.

Prior to final licensure, Sun and Soil will have a Massachusetts licensed engineer or architect write a letter documenting energy compliance, and will also submit supporting documentation and building plans, as per 935 CMR 500.120(11). A licensed mechanical engineer will prepare and sign a letter regarding the HVAC and dehumidification systems. All lighting products will be safety- certified by an appropriate third-party Upon applying for license renewal, Sun and Soil will include a report of energy and water use over the preceding 12-month period, in compliance with 935 CMR 500.120(11).

MAINTAINING OF FINANCIAL RECORDS.

The following is an outline of the responsibilities of SUN AND SOIL CRAFT CANNABIS LLC (“Sun and Soil” or “S&S” or “Company”) to ensure compliance of the Cannabis Control Commission’s (“Commission”) regulations and to ensure that S&S maintains financial records in compliance with Commission’s regulations, and all other relevant laws.

Sun and Soil financial records will be kept and maintained according to generally accepted accounting principles. The Managers are responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Sun and Soil will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Sun and Soil financial/business records will be available for inspection to the Commission upon request.

Sun and Soil will maintain all business records in written and electronic (computerized) form. These records include, but are not limited to;

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Sun and Soil will incorporate the following into business operations:

- Sun and Soil will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services.
- Sun and Soil will use up to date financial software programs for all financial transactions.
- Sun and Soil does not plan to make cash transactions with other Marijuana Establishments. All transactions are intended to be done through traditional banking transactions including checks, wire transfers or credit cards.

- On an annual basis Sun and Soil 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 Sun and Soil finances (books).
- Sun and Soil will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

ACCESS TO THE COMMISSION

Sun and Soil electronic and hard copy 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")

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

Sun and Soil Craft Cannabis

Quality Control and Testing.

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II. Preface and Introduction.

One of the most important aspects of producing cannabis is the final product. The final product must adhere to not only legal standards but also to our own. Accordingly, Sun and Soil Craft Cannabis LLC (“SSCC”) recognizes the importance of quality control. The following text summarizes SSCC’s quality control methods, especially as it relates to testing procedures.

Product safety involves several aspects: testing of the marijuana and marijuana products, the manner in which the product is handled and packaged, the manner in which it is stored, the

environment in which all of the foregoing occurs, and information concerning the use of the product. SSCC's policies and procedures address each of these areas in detail.

To assure product quality, all marijuana should be tested before reaching the consumer. The Cannabis Control Commission ("Commission"), pursuant to 935 CMR 500.160(1), dictates that prior to the sale of marijuana and marijuana products to cultivators, product manufacturers, and retailers, all recreational marijuana will have been subjected to testing by an Independent Testing Laboratory in compliance with protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including, but not limited to, the Protocol for Sampling and Analysis of Finished Recreational Marijuana Products and Marijuana-infused Products. Testing of environmental media (e.g. soils, growing media, and water) shall also be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries and Adult-Use of Marijuana, published by the Cannabis Control Commission.

At the Independent Testing Laboratory, marijuana will be tested for the cannabinoid profile and for contaminants. As set forth by 935 CMR 500.160(2), marijuana will be tested as specified by the Commission for mold, mildew, heavy metals, plant growth regulators, and the presence of pesticides. The specifications of the testing for these contaminants will be explained further in this policy document.

Through its Chief Executive Officer, SSCC will investigate an appropriate array of certified Testing Laboratories and identify the most qualified facilities. SSCC will concurrently conduct due diligence of its product suppliers and affiliates to ensure that the marijuana sold has been verified by qualified Independent Testing Laboratories.

III. Protocols for Submitting Marijuana and Marijuana Products for Testing.

SSCC will ensure that its products are subject to the following protocols and procedures related to the testing of Marijuana:

- Immediately before any sale of Marijuana or Marijuana Products, SSCC will segregate all raw harvested cannabis into homogenized batches and select a random sample from each batch for collection and testing by an Independent Testing Laboratory for the compounds and Contaminants set forth in 935 CMR 500.160.
- No Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
- In compliance with 935 CMR 500.160(10), Marijuana and Marijuana Products will not be available for sale or otherwise marketed for adult use until the Independent Testing Laboratory provides the results from its tests and analysis and the marijuana and marijuana products have been deemed to comply with the standards required under 935 CMR 500.160. SSCC and/or the Independent Testing Laboratory should:

- Segregate and withhold from use of the entire batch that is currently being tested, except the samples that have been removed from testing.
 - Maintain the batch in a secure location consisting of adequate lighting, ventilation, temperature, and humidity during the period of segregation so as to prevent the marijuana from becoming contaminated or losing its efficacy.
- The supplier shall ensure that only the leaves and flowers of the female marijuana plant are processed in a safe and sanitary manner, pursuant to 935 CMR 500.105(3)(a), as prescribed below:
 - Well cured and generally free of seeds and stems.
 - Free of dirt, sand, debris, and other foreign matter.
 - Free of contamination of mold, rot, other fungus, pests, and bacterial diseases satisfying the sanitation requirements in 105 CMR 500.000 Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.
 - Prepared and handled on food-grade stainless steel tables with no contact with Licensees' or Establishment Agents' bare hands; and
 - Packaged in a secure area.
- Have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed as dictated by 935 CMR 500.105(11)(b).
- Storage areas shall be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests of any kind per the storage requirements in 935 CMR 500.105(11)(c) and (d).
- Have storage areas maintained in accordance with the security requirements set forth by the Commission in 935 CMR 500.110 as well as in SSCC's policies and procedures.
- Under no circumstances sell any marijuana from the withheld batch, before the time that the Independent Laboratory has completed its analysis and provided those results, either in writing or electronically, back to SSCC whom provided the sample; and,
- Per 935 CMR 500.160(9), all excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing

Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Where a sample provided to an Independent Testing Laboratory does not pass the required testing parameters, the lot from which it was taken should be immediately disposed of in compliance with 935 CMR 500.105(12).

All marijuana and marijuana products cultivated by SSCC must be tested for the cannabinoid profile and for contaminants as specified by the Department including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Such testing is shown below in more detail.

IV. Sample Handling.

Once the marijuana cultivated by SSCC is properly labeled and the samples prepared, the samples will be transported to an Independent Testing Laboratory as soon as possible. Thus, appropriate storage and transportation policies must be in effect that protect the labeled samples against physical, chemical, and microbial contamination in compliance with the conditions set forth in 935 CMR 500.105(3). SSCC will adhere to the following protocols to maintain the integrity of the samples:

1. Sample Storage.

- Samples should be refrigerated or maintained on ice (4 degree Celsius +/- 2 degree Celsius) until they are shipped to the Independent Testing Laboratory.
- Placing the sample in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- To be considered valid, a designee employee or Chief Operational Officer prior to expiration of the technical holding time must analyze all samples. Some biological components have a holding time that is very short, roughly 24 to 48 hours from the time of collection.
- Samples should be maintained either under the supervision of the Chief Executive Officer, Chief Operational Officer, or designee employee responsible for the integrity of the samples.
- Chain of custody seals should be used by sample collection staff to ensure that samples are not tampered with following sample collection.

B. Packaging and Shipping Samples.

- Package the samples for shipping in a clean area free of contamination such as the SSCC Production area.
- Make sure that sample containers are clean, lids are tight and will not leak, and that all samples are properly labeled as described above. Covering labels with clear tape is recommended for protection in the event of a leak or damage to the package.
- Conduct, by a designee employee, an inventory of sample ID's against the chain-of-custody documentation form to make sure that all samples and containers are present.
- Seal sample containers in clear plastic bags with labels visible.
- If the samples need to be kept cold during transport, a designee employee must pack the samples in a clean waterproof metal or hard plastic ice chest or cooler with double-bagged ice or ice packs.
- Samples should be maintained at 4 degree Celsius +/- 2 degree Celsius at all times. A designee employee must be sure that the samples are already cool when preparing the package (sample) for shipping.
- When samples are shipped in a cooler, a designee employee must line the cooler with plastic (e.g. large heavy-duty garbage bag) before packaging. If the cooler has an external drain, make sure it is plugged.
- A designee employee must include a noncombustible absorbent packing material to protect the samples from damage.
- Enclose chain-of-custody forms and any other necessary documentation in a sealed waterproof plastic bag. If applicable, include instructions or a shipping label for return of the cooler.
- Remove the old shipping labels, if any, and seal the cooler or other container, with strapping tape.
- Use package tracking, if available, from the shipper.

V. Sanitary Requirements.

All Marijuana agents employed by SSCC whose job includes contact with Marijuana and Marijuana-related products will be expected to follow certain sanitary requirements for their own safety and for the integrity of the marijuana handled. The Commission requires, as set forth in 935 CMR 500.105(3)(b)(1), that any Marijuana Establishment Agent whose job includes contact with Marijuana or non-edible Marijuana Products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

Specifically, SSCC agents working in direct contact with the preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty. Per 935 CMR 500.105(3)(b)(2), these designated agents shall maintain adequate personal cleanliness and wash hands thoroughly and in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated. Taking these steps will help to keep the product and the area clean and free from unwanted contaminants.

SSCC will provide the necessary facilities to assist employees and agents in fulfilling their duties. In adherence with 935 CMR 500.105(3)(b)(3), SSCC will provide employees with readily accessible toilet facilities and washing facilities that are maintained in a sanitary condition and in good repair, furnished with running water at a suitable temperature, located conveniently around its establishment. Hand-washing facilities will be located in areas such as SSCC's production area and areas where SSCC deems good sanitary practices require employees to wash their hands. Additionally, SSCC will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

In addition to requiring employee cleanliness, SSCC will take other measures in and around its facility to promote a clean and safe environment to handle marijuana and marijuana products. Pursuant to 935 CMR 500.105(3)(b), SSCC will enact the following protocols:

- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- There shall be adequate safety lighting in all Processing and storage areas, as well as areas where equipment or utensils are cleaned.
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of Marijuana Products. Toxic items shall not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the Premises.

- A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs.
- Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines.
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- All vehicles and transportation equipment used in the transportation of Marijuana Products or Edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

SSCC's executive team will be working hand in hand with architects, general contractors, and plumbers to ensure that its establishment is designed in a way and operates in a manner that best facilitates the establishment's purpose of cultivation.

VI. Metals.

Finished Adult-use marijuana products must be tested for the four metals: Arsenic (inorganic), Cadmium, Lead, and Mercury.

VII. Pesticides and Plant Growth Regulators.

A production batch of finished plant material may be dispensed to consumers if no individual pesticide or plant growth regulator is detected above 10 ppb. The minimum list of pesticides includes Bifenazate, Bifenthrin (synthetic pyrethroid), Cyfluthrin (synthetic pyrethroid), Etoxazole, Imazalil, Imidacloprid, Myclobutanil, Spiromesifen, and Trifloxystrobin.

VIII. Microbiological Contaminants and Mycotoxins.

Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile tolerant gram-negative bacteria are given in colony forming unit ("CFU") counts per mass of product samples. The requirements for pathogenic E. coli and Salmonella spp. is based on

detection in a 1-gram sample and the requirement for mycotoxins is based on the concentration per kilogram of sample. The limits of quantification thresholds for microbiological contaminants and mycotoxins are shown below:

Cannabis Material	Total Viable Aerobic Bacteria	Total Yeast and Mold (CFU/g)	Total Coliforms (CFU/g)	Biletolerant Gramnegative Bacteria (CFU/g)	E. coli (pathogenic strains) and Salmonella spp.	Mycotoxins (3)
Unprocessed Materials (2)	10⁵	10⁴	10³	10³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
Processed Materials (2)	10⁵	10⁴	10³	10³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
CO2 and Solvent-based Extracts	10⁴	10³	10²	10²	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material

Footnotes:

2CFU: colony forming unit

(1) Except for mycotoxins, analysis requirements are based on AHP (2013).

(2) Unprocessed materials include minimally processed crude cannabis preparations such as inflorescences, accumulated resin glands (kief), and compressed resin glands (hashish).

Processed materials include various solid or liquid infused edible preparations, oils, topical preparations, and water-processed resin glands ("bubble hash") (AHP, 2013).

(3) Mycotoxins include alfatoxin B1, alfatoxin B2, alfatoxin G1, alfatoxin G2, and Ochratoxin A.

IX. Residual Solvents.

Residual solvent testing is required only for marijuana resins and concentrates where solvents have been used within a Marijuana Establishment's production process. A production batch of cannabis oil may be dispensed as a finished adult-use marijuana product if: a laboratory analysis verifies that all solvents used at any stage of marijuana oil production are below the limits described below and if the production batch passes all other applicable testing requirements.

Concentration limits for Residual levels of Propane, n-Butane, or Iso-Butane that may be used in the production of cannabis oil are shown below:

Solvent (1)	Upper Limit (mg/kg)
Propane (CAS 74-98-6)	1
n-Butane (CAS 106-97-8)	1
Iso-Butane (CAS 75-28-5)	1

(1) The ingredients must be of purity suitable for use in food intended for human consumption. At a minimum, the solvent (gas) must be high-purity (>99%) of propane, n-butane, or isobutane, or a blend of these three hydrocarbon gases.

Concentration Limits for Residual Solvents that may be used in the production are shown below:

Solvent	Concentration Limit (mg/kg)
Acetic Acid	5,000
Acetone	5,000
Acetonitrile	410
Anisole	5,000
1-Butanol	5,000
2-Butanol	5,000
Butyl acetate	5,000
Tert-Butylmethyl ether	5,000
Chlorobenzene	360
Chloroform	60
Cumene	70
Cyclohexane	3,880
1,2-Dichloroethene	1,870
Dichlorormethane	600
1,2-Dimethoxyethane	100
N,N-Dimethylacetamide	1,090
N,N-Dimethylformamide	880
Dimethyl sulfoxide	5,000
1,4-Dioxane	380
Ethanol	5,000
2-Ethoxyethanol	160
Ethyl acetate	5,000
Ethylene glycol	620

Ethyl ether	5,000
Ethyl formate	5,000
Formamide	220

Formic acid	5,000
Heptane	5,000
Heaxane	290
Isobutyl acetate	5,000
Isopropyl acetate	5,000
Methanol	3,000
2-Methoxyethanol	50
Methyl acetate	5,000
3-Methyl-1-butanol	5,000
Methylbutylketone	50
Methylcyclohexane	1,180
Methylethyl ketone	5,000
Methylisobutyl ketone	5,000
2-Methyl-1-propanol	5,000
N-Methylpyrrolidone	530
Nitromethane	50
Pentane	5,000
1-Pentanol	5,000
1-Propanol	5,000
2-Propanol	5,000
Propyl acetate	5,000
Pyridine	200
Sulfolane	160
Tetrahydrofuran	720
Tetralin	100
Toluene	890
1,1,2-Trichloroethylene	80
Xylene	2,170

X. Protocols for Responding to Laboratory Results.

If any analysis fails to meet all applicable data quality objectives, then the finished Marijuana or Marijuana products cannot be dispensed.

If the testing from the Independent Testing Laboratory reveals that the contaminant levels are unacceptable in any way, SSCC will respond accordingly. In accordance with 935 CMR 500.160(3), SSCC will have a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable limits, including:

- Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch; and
- Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

Additionally, if not already packaged and labeled, products will be examined by a designee employee for visual defects in the packaging for obvious deficiencies in the product. Pursuant to 935 CMR 500.160(3)(b) and (c), any testing results that reveal unacceptable contaminant levels will be reported to the Commission by both SSCC and by the Independent Testing Laboratory, separately and directly. SSCC 's notification to the Commission will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Further, in the event that marijuana cultivated within SSCC 's facility has unacceptable contaminant levels, SSCC can also choose to retest the marijuana and/or remediate the problem. Per 935 CMR 500.160(12), Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. However, Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

If a sample has failed the required testing parameters after being re-tested, SSCC will immediately dispose of the lot from which the same was taken according to the Waste Disposal Regulations in 935 CMR 500.105(12).

The Chief Executive Officer or Chief Operational Officer will be responsible for investigating and assessing the source of any contamination and implementing policy or procedural changes to eliminate the source of contamination and to mitigate the risk of future contamination of any marijuana or marijuana products SSCC cultivates.

Recalls

SSCC will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by SSCC to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

XI. Procedures for Investigating and Mitigating Contamination.

SSCC has developed a set of procedures for investigating and mitigating contamination based on the kind of contamination. The procedures are set out in detail below.

1. Pesticides and Plant Growth Regulators Contamination.

- Analyze and evaluate test results that consist of pesticides, nutrients, and other products used in the SSCC cultivation process;
- Analyze and evaluate test results that consist of soils and/or mediums used in the SSCC cultivation process; and
- Analyze and evaluate test results that consist of water sources used in the SSCC cultivation process.

B. Residual Solvents Contamination.

- Review and follow SSCC 's general protocols.

C. Heavy Metals Contamination.

- Analyze and evaluate test results that consist of pesticides, nutrients, and other product used in the SSCC cultivation process;
- Analyze and evaluate test results that consist of soils and/or mediums use in the SSCC cultivation process;
- Analyze and evaluate test results that consist of water sources used in the SSCC cultivation process;
- Review SSCC chain of custody and growing protocols for marijuana plants; and
- Review SSCC sampling protocols.

D. Microbiological Contamination and Mycotoxin Contamination.

- Analyze and evaluate the cleanliness of SSCC 's cultivation areas;
- Review SSCC 's cultivation protocols and environmental conditions/controls in the cultivation, trim, and curing rooms;
- Review SSCC chain of custody and growing protocols for marijuana plants; and
- Review SSCC sampling protocols.

XII. Records.

As with all of its other records, SSCC will maintain the results of all testing for a period of time for completeness and accountability. The Commission requires, as set forth in 935 CMR 500.160(4) that an establishment shall maintain the results of all testing for no less than one year.

Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.

Each production batch cultivated by SSCC must be given a sequential identifier for product tracking and labeling.

SSCC will maintain its testing records in a form and manner established by the Commission. In accordance with 935 CMR 500.105(9), SSCC will maintain written records that will be available for inspection by the Commission upon request. SSCC will maintain these records for at least two years after SSCC 's closure, if such a closure occurs.

Sun and Soil Craft Cannabis (SSCC)

Personnel Policies Including Background Checks.

Sun and Soil Craft Cannabis's greatest asset is our team. SSCC is dedicated to an exceptional customer service experience delivered with a helping hand, a sense of warmth, quality, and safety. SSCC's personnel policies, including background checks, are found in SSCC's staffing plan, employee handbook, and employment agreements.

Staffing Plan.

The hiring of agents must follow established procedures. The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. SSCC retains legal counsel to ensure SSCC's employment policies comply with local, state and federal employment laws.

The staffing plan is based on business plan assumptions and best practices and may be adjusted in accordance with actual operating needs. Employees deemed with the responsibility of hiring potential employees will coordinate with the Chief Executive Officer, Chief Operational Officer, and/or General Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource Manager and/or employee designated with the responsibility to hire staff and will always include performing a criminal background check on the selected candidate to determine their eligibility, new hire orientation and training only upon successful registration and completion of the probationary period.

All managers must comply with all Equal Employment Opportunity Commission ("EEOC") guidelines. None of our policies or practices discriminate based on or conflict with laws regarding the following: race, height and weight, credit rating or economic status, religious affiliation or beliefs, citizenship, marital status and number of children, gender, arrest and convictions, security/background checks for certain religious or ethnic groups, disability, medical questions and examinations.

Positions will only be filled according to the established protocols.

Staff Acquisition Process:

- Identification of need;
- Job classification and job description preparation;
- Solicitation of the vacant position utilizing the methods that best fit the position;
- Reviewing resumes on qualified candidate;
- Performing and recording reference checks on qualified candidates;
- Scheduling first interviews with the Human Resources Manager;
- Scheduling second interviews with strong candidate with the Human Resources Manager and department manager;

- Delivery of an offer letter to the first choice candidate;
- Performing criminal background check on selected candidate;
- Send application to the state for registration; and
- Completion of the probationary period.

Applicant Screening and Monitoring.

Pre-screening Potential Candidates

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application. This will streamline the SSCC application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will pre-qualify based on the specific information needed later in the process.

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to a secondary verification and will be noted that he/she will soon be licensed as a cannabis agent and thus allowed to work within the facility. As also stated on page, SSCC will employ a professional background check service, in order to comply with the strict laws of background checks.

Adjudication and Alerts

SSCC will provide a criminal record(s) adjudication policy as part of the screening process. FCRA-mandated Adverse Action letters for candidates that fail to meet specific criteria set forth by the organization will be delivered to candidates.

1st Interview

The first interview will consist of a face-to-face meeting with the Manager of the department the applicant is interviewing for a position in. No more than 5 applicants will be selected for a first interview. The purpose of this interview will be to help determine:

- Level of knowledge regarding cannabis operations;
- Existing skill set relevant to the duties of the job offered;
- Their capacity to learn new skills and grasp concepts (specifically regulatory concepts);
- Potential to commit theft or fraud.

At least two references will be contacted and details of the interview confirmed. A solid background (or an appropriate level of education/experience relating to the position offered), a clean record and indicia of honesty will be requisites for the second interview

Final Interview

The Chief Executive Officer, Chief Operational Officer, and/or General Manager may conduct the final interview. No more than three candidates will be selected for the final interview. The interviewer will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to SSCC policies. The final decision will be made by the interviewer (CEO, COO and/or General Manager) with input from the supervisor and/or manager who conducted the first interview. For management positions, the Executive team along with the General Manager will jointly conduct the final interview with the department manager. All potential agents must go through the entire process.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months, their department manager will conduct an assessment of the agent's performance.

SSCC also intends to provide training and technical assistance to train minorities and people convicted of drug offenses to work in the industry, and look forward to being able to offer a more fair and equal opportunity for employment.

Plan for maintaining confidential information and record

In accordance with 935 CMR 500.105(9)(d), SSCC will maintain, at minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures, and;
- All background check reports obtained in accordance with 935 CMR 500.030.
- All materials submitted to the CCC as per 935 CMR 500.030(2);
- Documented verification of agent references;
- Employment contract which specifies duties & responsibilities, authority, qualifications and supervision;
- Documentation of all required training including regarding privacy and confidentiality, and a signed statement of the individual who received such training which includes date, time and place of the training, discussed topics, and presenters;
- Periodic performance reviews;
- Results of background check;
- Disciplinary or corrective actions taken, and;
- Notice of completed responsible vendor training and eight hour related duty training.

Personnel records for each agent will maintained throughout employment and for at least 12 months following termination of their affiliation with SSCC. Access to these records will be restricted to management.

In accordance to 935 CMR 500.105 (1)(l), SSCC will maintain confidential information and other records required to be maintained in a confidential manner. SSCC has designed a

confidentiality policy to explain how we expect our employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about customers, colleagues, partners and our company. SSCC wants to make sure that all sensitive information is secured and well protected. This policy affects all members of SSCC, including, but not limited to, board members, investors, executives, employees, contractors and volunteers, and/or anyone working directly and/or indirectly with SSCC who may have access to confidential information.

Confidential and proprietary information is secret, valuable, and expensive and/or easily replicated and must be maintained securely. Below are various examples of confidential information that SSCC plans on maintaining:

- Unpublished financial information
- Data of customers, partners and vendors
- Patents, formulas and/or new technologies
- Customer lists (existing and prospective)
- Data entrusted to our company by external parties
- Pricing and/or marketing and other undisclosed strategies
- Documents and processes explicitly marked as confidential
- Unpublished goals, forecasts and initiatives marked as confidential

Employees of SSCC may have various levels of authorized access to confidential information.

To properly maintain confidential information and records, employees will be asked to do the following:

- Store, lock and/or secure confidential information, such as, but not limited to, financial books, records of assets and liabilities, transactions, agreements, checks, invoices, vouchers, personnel records of both employees and/or customers, taxes, and any other records associated with operating our Retail Marijuana Establishment;
- Encrypt electronic information and safeguard databases;
- Shred confidential documents when they're no longer needed, or deemed unnecessary.
- Only view confidential information on secured devices, such as, but not limited to, SSCC primary system, Metrc and/or secondary system MJ Freeway;
- Only disclose information to other employees when it is deemed necessary and authorized;
- Keep confidential documents inside our company's premises, specifically CCC's storage room, unless it is absolutely necessary to move them;
- Sign non-compete and/or non-disclosure agreements ("NDAs"); and,
- Ask for authorization by senior management to allow access to certain confidential information.

Employees should not, under any circumstance:

- Use confidential information for any personal benefit or profit;
- Disclose confidential information to anyone outside of CCC; and,
- Replicate confidential documents and files and store them on unsecured devices.

Executives and/or General Managers will take measures to ensure that confidential information is well protected and that employees are following confidentiality procedures.

Exceptions:

Confidential information may occasionally have to be disclosed for legitimate reasons, to departments and/or authorities, such as, but not limited to Sun and Soil Craft Cannabis (“SSCC”). In such cases, employees involved should document their disclosure procedure, collect all needed authorizations, and present all necessary documentation upon request.

Disciplinary Consequences

Employees who do not respect or abide by such plans will face disciplinary, and possibly, legal actions. SSCC will investigate every breach of this policy and will terminate any employee who willfully or regularly breaches our confidentiality guidelines.

Employee Handbook

SSCC’s Employee Handbook is subject to the provisions of official company policy documents, including insurance and benefits policies, plan documents, and applicable law. All Company employees are required to abide by the terms of this Employee Handbook as a condition of employment. The manual, which is furnished to all employees upon being hired, addresses:

- Introduction Employment Policies
- Employment Policies
- Payroll Practices
- Standards of Conduct
- Employee Benefits
- Time Off and Leaves of Absence

Alcohol, Smoke, & Drug Free Workplace

SSCC will enforce an alcohol, smoke, and drug-free workplace policy by having each employee and associated agent sign an Alcohol & Drug Free Workplace Policy Agreement, which explicitly prohibits:

- The use, possession, solicitation, sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company premises;
- Being impaired or under the influence drugs or alcohol outside of Company premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation;
- Possession, use, solicitation, sale of legal or illegal drugs, or alcohol away from Company premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation; and,

SSCC will conduct drug and/or alcohol testing under any of the following circumstances:

- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test any time that company reasonably suspects an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Important employee policies

Employees are prohibited from bringing bags, backpacks, and lunch boxes into the work areas. Any personal belongings such as cellphones, valuables or wallets are to be locked in their assigned locker. Lockers will be located where the employees will check in/out of the facility. Check in/out area will be monitored by management and video recording.

Employees are encouraged to leave all personal belongings and valuables at home, or locked in the trunk of their car parked on our property and under video recording. For personal safety employees are encouraged to exit and enter the building as a group, or even car pool together.

At any time employees are not on company premises, badges and registration cards are required to be kept secure and out of sight from the public.

If an employee has been or feels like they are at risk of injury, or have been harassed, bullied, discriminated or unfairly treated in any manner it is their duty report such incident immediately to management, to be investigated, documented, and follow-up actions will be taken. Managers will also periodically ask employees about any of these risks or items occurring.

Disciplinary action and termination of employment

If an employee fails to abide by any of the rules in our policies, or employment contract, employees may be subject to disciplinary action, and possibly termination of employment.

Employee shall be immediately terminated if

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission withing 24 hours of such incident;
- Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission within 24 hours of such incident; or
- 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.

Background checks

SSCC will engage an independent entity to conduct background checks on each potential employee, to the fullest extent of the law. Outsourcing background checks to third-party will provide the greatest benefit, because a third party vendor will have access to background databases that SSCC will not, and are more equipped to do extensive background searches if need be.

Persons with Disabilities

Each new employee will be notified of their rights under <https://www.mass.gov/service-details/about-employment-rights>. SSCC will create employment policies that prohibit discrimination against and provides reasonable accommodations for persons with disabilities.

Wellbeing

SSCC aims to create a workplace culture that values, supports and promotes programs that improve the physical, mental and wellbeing of employees.

SSCC aspires to create a safe, healthy, cheerful and optimistic work environment through activities underpinned by the guiding principles that wellbeing initiatives should:

- Promote positive health and wellbeing for all employees
- Be informed by the World Health Organization
- Increase the health knowledge and skills of employees
- Create health promoting environments
- Promote and facilitate programs that increase one's physical being.

SSCC Code of Ethics

Employees shall, in performing his or her duties:

- Be timely—arrive on time and notify someone within the company if one is running late;
- Be respectful of the workplace;
- Be responsive;
- Treat members of the public and colleagues with courtesy and sensitivity to their rights, duties and aspirations;
- Act with the quality of having strong moral principles, honesty and decency;
- Act in a way that treats all rivals or disputants equally;
- Comply with any lawful and reasonable direction given by a person having authority to give direction;
- Not take, or seek to take, improper advantage of his or her position to obtain a benefit for the employee or any other person;
- Not make improper use of the property of the company;
- Avoid waste in the use of the property of the company;
- Be mindful of company procedures and or instructions;
- Shall never use or disclose, unless authorized, any company confidential information;
- Disclose conflicts of interests;
- Not make a comment that he or she is not authorized to make where the comment may be expected to be taken to be an official comment; and,
- Exercise legitimate care and skills;

Conflicts of Interest

SSCC insists on the undivided loyalty of all employees, including management and non- management staff, except to the extent doing so would be inconsistent with applicable law. Subject to that caveat, employees must not engage in any conduct, and must avoid situations that would create an actual or potential conflict of interest or create the appearance of such a conflict.

- Conflicts of interest arise when an employee's personal activity or personal interest is contrary to the interests of the company. These personal activities or interests may influence the employee's judgment, causing the employee to make decisions based upon the potential for personal gain, rather than in the best interests of the company.
- To prevent conflicts of interest, the following behavior is deemed unacceptable and unethical, except to the extent the law provides otherwise:
 - Receiving or giving of merchandise, money, services, travel, accommodations, or lavish entertainment that might appear to have been given to influence a business decision. Gifts offered or received at any time that are of more than minimal or token value shall not be accepted and shall be returned to the sender with an appropriate explanatory note or letter;
 - Maintaining personal, business, or financial relationships with a contractor or vendor where the employee has control or influence over the company's relationship with that contractor or vendor. For example, employees should not borrow from or lend personal funds to a contractor or vendor;
 - Using information developed or learned on the job for personal or familial benefit. This includes the use of company databases, financial information, and intellectual property;
 - Conducting company business with, or using position or authority to influence the company to conduct business with, family members; and,
 - Unauthorized sharing of confidential or proprietary company-related information with business associates or representatives of other companies.
- The list above serves only to illustrate sources of possible conflicts of interest and does not constitute a complete list of all the situations that may result in a conflict of interest. Ultimately, it is the responsibility of each employee to avoid any situation that could affect his/her/their ability to judge situations independently and objectively, and any situation that could even appear to be a conflict of interest. It is important to note that under certain circumstances, conflicts of interest can amount to violations of criminal law. Any doubts should be resolved in a discussion with a manager.

- Employment of Relatives and Significant Others

- To avoid conflicts of interest and to promote stability and goodwill in the workplace, SSCC should attempt not to hire or transfer relatives into positions in which they supervise or are supervised by another close family member. SSCC should also try to avoid placing them in positions in which they work with or have access to sensitive information about family members. The same general considerations apply if two employees marry or become involved in a domestic-partner relationship. If a supervisory, security, morale, safety, or other conflict results from the relationship, SSCC reserves the right to use discretion in hiring and placing employees in a manner designed to avoid these concerns. One of the employees may be transferred - or, if necessary, terminated - to resolve the situation.
 - The term “relatives,” as used in the preceding paragraph, refers to a spouse or domestic partner, parents, legal guardians, siblings, children, grandparents, grandchildren, or current in-laws. (Natural, step- or adopted relationships are included in this definition.) This Code also applies to significant others. In addition, if a conflict or appearance of a conflict arises because of a dating relationship, at SSCC’s sole discretion, the conflict may be resolved by transfer of one or both employees or termination of employment.

Recognizing & Reporting a Conflict;

Whistle Blowing Policy

- It is essential that all employees pay close attention to possible violations of the Code of Ethics and Conduct, state and local laws and regulations, whether they occur because of an oversight or intention. Any employee who is aware of possible violations should notify his or her or their manager or a company officer.
 - Appropriate subjects to report include, but are not limited to, fraud, theft, embezzlement, bribery, undisclosed conflicts of interest, and diversion of marijuana.
 - Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed constitutes a violation of law and/or ethical standards. Any unfounded allegation that proves to have been made maliciously, recklessly, or knowingly to be false will be viewed as a serious offense and result in disciplinary action.
 - No employee who in good faith reports a concern or participates in an investigation shall be subject to harassment, retaliation, or adverse employment consequences because of such report or participation.
 - Concerns may be submitted on a confidential or anonymous basis. SSCC shall take reasonable steps to protect the identity of the reporting individual and keep reports of concerns confidential to the extent possible consistent with the need to conduct an adequate investigation.

- Violation of the Code
 - Violations of this Code will be grounds for discharge or other disciplinary action, adapted to the circumstances of the particular violation. Disciplinary action will be taken against individuals who authorize or participate directly in a violation of the Code. Disciplinary action also may be taken against any of the violator's managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision and leadership by the superior. Compliance with the Code will be considered in the evaluation of each individual's overall performance.
- Complaints of Retaliation as a Result of Disclosure.
 - If an employee or applicant believes that he or she or they has been retaliated against for disclosing information regarding misconduct under the Code, he/she/they should file a written complaint with any company manager or any company officer. It is SSCC's policy to encourage employees to come forward with any safety, ethical, or legal concerns. Retaliation against those who bring forward these types of related concerns or complaints will not be tolerated.

Resolving Workplace Issues

- All employees will be asked to be communicative, clear and friendly;
- Monitor potential harassment, and or bullying;
- Provide constructive and positive feedback; and,
- Implement an open door protocol in which an executive, or manager leaves their door open, figuratively speaking, in order to encourage productive communication within the workplace.

RECORD KEEPING POLICIES.

The following is an outline of the responsibilities of SUN AND SOIL CRAFT CANNABIS LLC (“Sun and Soil” or “S&S” or “Company”) to ensure compliance of the Cannabis Control Commission’s (“Commission”) regulations and to ensure that S&S’s Record Keeping Procedures are compliant with said regulations, and all other relevant laws.

ACCESS TO THE COMMISSION

S&S 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.

TYPES OF RECORDS

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

- Operating procedures as required by 935 CMR 500.105(1):
 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - 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;
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - 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;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- A policy for the immediate dismissal of any marijuana establishment agent who has:
 - Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - 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;
- 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. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website;
- 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);
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old;
- Policies and procedures for energy efficiency and conservation that shall include:
 - 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;
 - 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;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

- Engagement with energy efficiency programs offered pursuant to M.G.L.c. 25, § 21, or through municipal lighting plants.
- Operating procedures as required by 935 CMR 500.120(12):
 - 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);
 - Policies and procedures for handling voluntary and mandatory recalls of marijuana. 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 from the market, as well as any action undertaken to promote public health and safety;
 - Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - 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 935 CMR 500.120(11); and
 - Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
 - Inventory records as required by 935 CMR 500.105(8); and
 - Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- Personnel records required by 935 CMR 500.105(9)(d), including but not limited to:
 - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken; and
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe work conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030
- Business records, which shall include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - 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.
 - Waste disposal records as required under 935 CMR 500.105(12);
 - Responsible vendor training program compliance records;
 - Vehicle registration, inspection and insurance records.

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

Following closure of a Marijuana Establishment, all records shall be kept for at least two years at the expense of the S&S and in a form and location acceptable to the Commission.

SUN & SOIL CRAFT CANNABIS DIVERSITY PLAN

Application #MCN282765

Sun and Soil Craft Cannabis is a tier 2 Cultivator and is planning to operate as an Indoor grow facility in greenhouses. We will initially operate with a minimal number of employees and operate approximately 9-10 months out of the year.

SSCC promotes diversity, inclusion and equity in the workplace and the industry, and recognizes that these traits are key to the integrity of a company's commitment to its community. SSCC understands the importance of maintaining diverse ownership as well as diverse staff and diverse business partners. Therefore, SSCC will promote equity among women, veterans, minorities, LGBTQ+ and/or persons with disabilities with the following goals:

- 1) Diversifying the company's workforce through hiring
- 2) Contracting with diverse service providers and wholesale partners

Hiring Goal:

When SSCC finds it necessary to supplement its initial workforce, either on a temporary, seasonal or permanent basis, we will meet or exceed the following hiring goals:

- minimum of 33% of hires shall be women
- minimum of 33% of hires shall be people of color (particularly Black, African American, Latinx and Indigenous people) (30%), veterans (30%), LGBTQ+ (20%) and persons with disabilities (20%).

SSCC will establish and maintain an inclusive and diverse workforce through the recruitment of underrepresented and minority communities. In the event recruitment efforts are necessary, they will be designed to maintain a steady flow of qualified diverse applicants and include the following programs:

1. Developing relationships with businesses owned and/or managed by minorities, women, veterans, LGBTQ+ and/or persons with disabilities. Such businesses will be identified via our Contracting Goal. SSCC will make best efforts to establish a referral network among the businesses it engages, with the express purpose of referring and being referred diverse candidates for employment.
2. Encourage employees from diverse groups to refer applicants for employment
3. Ensure that any job posting contains a statement similar to the following: "SSCC encourages applications from qualified candidates from underrepresented communities, such as women, people of color, veterans, LGBTQ+ and/or persons with disabilities."
4. Publication of job postings in local and diverse resources including the *Berkshire Eagle*, *Valley Advocate*, and Indeed.com.
5. Job postings shall be advertised at least once every time a job opening exists, but shall be no less than one (1) time per year.

SSCC is committed to supporting its workforce and leadership team, and retaining diversity, by implementing a communication policy that facilitates long-term employment and promotion. Specifically, SSCC will work with applicants and staff to mitigate any difficulties regarding transportation to our rural location, and maximizing work schedule flexibility to the extent our cultivation operation permits. Applicants will be asked what, if any, concerns they have

regarding employment with SSCC and the company will work diligently, and in good faith, to offer solutions to such challenges.

Contracting Goal:

Another way SSCC can promote diversity in the workplace is through the use of diverse service providers, contractors and wholesale partners. SSCC will attempt to source service providers and wholesale partners who are owned by or whose employees are Women, Veterans, Minorities, LGBTQ+, and/or people with disabilities.

Our goal is that 15% of our service providers and 20% of our wholesale partners will comprise some combination of women (25%), veterans (25%), minorities (25%), LGBTQ+ (25%), and/or people with disabilities (25%).

SSCC will also utilize the Massachusetts SDO's listing of diversity-certified businesses to identify and/or verify diverse ownership. Our website and social media presence will clearly promote that our priority will be given to individuals or businesses owned by or whose employees are predominantly women, veterans, minorities, LGBTQ+ and/or people with disabilities. SSCC is committed to implementing this policy on a day-to-day basis throughout all operations and transactions, and will assess potential vendor and wholesale partners who are not SDO certified by using the following criteria:

1. SSCC will give priority to individuals or businesses owned by or whose employees are predominantly women, veterans, people of color, LGBTQ+ and/or people with disabilities for the services that we require.
2. To the extent possible, SSCC will give priority to licensed cannabis establishments owned by or whose employees are predominately people of color, women, veterans, people with disabilities and people who are LGBTQ+ with wholesale agreements. Eligible licensees may be identified with the Licensing Tracker at MassCannabisControl.com.

Measurements:

SSCC will count the number of employees hired who are women, veterans, people of color, LGBTQ+ and/or persons with disabilities. This number will be accessed from the total number of individuals hired to ensure that the percentage of all individuals hired fall within the hiring goals outlined above. SSCC will assess this percentage upon any staffing change in order to remain on target. SSCC will document and report the number of job postings and where the postings were listed.

SSCC will report both the actual number and the percentage of diverse contractors, wholesale partners and vendors with which SSCC does business.

Acknowledgments:

SSCC pledges to adhere to the requirements set forth in 935 CMR 500.104(4)(a) which provides the permitted advertising, branding, marketing, and sponsorship practices for all marijuana establishments. SSCC likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted

will violate the commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

SSCC acknowledges that the progress or success of its Diversity Plan must be documented upon license renewal (one year from provisional licensure, and each year thereafter).