



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282429
Original Issued Date: 02/11/2022
Issued Date: 02/11/2022
Expiration Date: 02/11/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Tempest, Inc

Phone Number: 617-932-9726
Email Address: info@royalstonfarm.com

Business Address 1: 130 South Royalston Rd
Business City: Royalston
Business State: MA
Business Zip Code: 01368
Business Address 2:
Mailing Address 1: 420 State Rd
Mailing City: Phillipston
Mailing State: MA
Mailing Zip Code: 01331
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Role: Owner / Partner
Percentage Of Control: 100
Other Role:

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Damon	Last Name: Schmidt	Suffix:	
	Schmidt		
Types of Capital: Monetary/Equity, Land, Buildings	Other Type of Capital:	Total Value of the Capital Provided: \$25000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Damon	Last Name: Schmidt	Suffix:
Marijuana Establishment Name: Royalston Farm LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Royalston	Marijuana Establishment State: MA	

Individual 2

First Name: Damon	Last Name: Schmidt	Suffix:
Marijuana Establishment Name: Royalston Farm LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Royalston	Marijuana Establishment State: MA	

Individual 3

First Name: Damon	Last Name: Schmidt	Suffix:
Marijuana Establishment Name: Tempest Inc	Business Type: Marijuana Retailer	
Marijuana Establishment City: Templeton	Marijuana Establishment State: MA	

Individual 4

First Name: Damon	Last Name: Schmidt	Suffix:
Marijuana Establishment Name: Royalston Farm	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Templeton	Marijuana Establishment State: MA	

Individual 5

First Name: Damon	Last Name: Schmidt	Suffix:
Marijuana Establishment Name: Royalston Farm	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Templeton	Marijuana Establishment State: MA	

Individual 6

First Name: Damon **Last Name:** Schmidt **Suffix:**
Marijuana Establishment Name: Royal Sun Farm **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Hubbardston **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 420 State Rd
Establishment Address 2:
Establishment City: Phillipston **Establishment Zip Code:** 01331
Approximate square footage of the establishment: 4000 **How many abutters does this property have?:** 8
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning_Tempest Phillipston.pdf	pdf	5d94f9391b7a141b1db83ac1	10/02/2019
Certification of Host Community Agreement	Phillipston Host Community Agreement cert form.pdf	pdf	5f01f72c7375807accfc6c6a	07/05/2020
Community Outreach Meeting Documentation	participants for meeting.pdf	pdf	5fd9152f418c5607a11db767	12/15/2020
Community Outreach Meeting Documentation	11-30 Phillipston Community Outreach Meeting Closed Captioning Text.pdf	pdf	5fd9153691587f07871909fb	12/15/2020
Community Outreach Meeting Documentation	420 State Rd Community Outreach Meeting Attestation Form.pdf	pdf	5fd9177fc3fca007695aaab3	12/15/2020
Community Outreach Meeting Documentation	Link to Video for Community Outreach Meeting.pdf	pdf	5fe3aca8d18fa907c7d91052	12/23/2020

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 Tempest.pdf	pdf	5fa811f84a2789086108cfcf	11/08/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:** Director of Operations
First Name: Damon **Last Name:** Schmidt **Suffix:**
RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Tempest Cert of Good Standing DOR 10 29 20.pdf	pdf	5fa815ae0daeb60847fabded	11/08/2020
Articles of Organization	articles of organization.pdf	pdf	5fa81690df85ec07dfb88c71	11/08/2020
Secretary of Commonwealth - Certificate of Good Standing	Tempest Cert of good standing sec of state.pdf	pdf	5fa9e107708362084028637c	11/09/2020
Bylaws	Tempest Bylaws 12 15 20.pdf	pdf	5fd906485ea0dd074817ca03	12/15/2020
Secretary of Commonwealth - Certificate of Good Standing	Unemployment Assistance Good Standing.pdf	pdf	600c4574de284b081c68f674	01/23/2021

No documents uploaded

Massachusetts Business Identification Number: 001381462

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Tempest Phillipston .pdf	pdf	5fa817c9df85ec07dfb88c75	11/08/2020
Plan for Liability Insurance	Plan for obtaining liability insurance Tempest Phillipston.pdf	pdf	5fa818813bf49c082a425ff9	11/08/2020
Proposed Timeline	Proposed Timeline Tempest.pdf	pdf	5fa819badd2d7407bedebbec	11/08/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Transportation of marijuana	Policies and Procedures for Transportation of Marijuana - Tempest.pdf	pdf	5d190aab64ca8317f4fce230	06/30/2019
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products - Tempest.pdf	pdf	5d190d6150e7af1803c223ba	06/30/2019
Prevention of diversion	Prevention of diversion - Tempest.pdf	pdf	5d190f6469291617ba863011	06/30/2019
Restricting Access to age 21 and older	Tempest Restricting Access to age 21 and older.pdf	pdf	5d4c363bba40853412509a34	08/08/2019
Storage of marijuana	Tempest Retail Policy for Storage of Marijuana .pdf	pdf	5d4c3796ba40853412509a3e	08/08/2019

Inventory procedures	Tempest Inventory Procedures .pdf	pdf	5d4c384ecfc708389d723edb	08/08/2019
Maintaining of financial records	Maintaining of financial records Tempest.pdf	pdf	5fa81b208cc05c081b1b6f5d	11/08/2020
Diversity plan	Diversity Plan Tempest Phillipston.pdf	pdf	5fa8530cbd0d8e081433cad5	11/08/2020
Security plan	Security Plan Tempest Phillipston.pdf	pdf	5fa8558b8cc05c081b1b6fd9	11/08/2020
Personnel policies including background checks	Personnel policies including background checks Tempest Phillipston.pdf	pdf	5fa857100daeb60847fabe52	11/08/2020
Quality control and testing	Quality control and testing Tempest Phillipston.pdf	pdf	5fa8577675aac308359acb4d	11/08/2020
Record Keeping procedures	Record Keeping Procedures Tempest.pdf	pdf	5fd8feddf867b207bbf11b8c	12/15/2020
Dispensing procedures	Tempest Retail Dispensing Procedures 12 15 20.pdf	pdf	5fd90590418c5607a11db6fe	12/15/2020
Qualifications and training	Tempest Retail Qualifications and Training 1 24 21.pdf	pdf	600dcddf91465f076d75cb5e	01/24/2021
Energy Compliance Plan	Energy Efficiency and Conservation Procedures.pdf	pdf	600f8ce0a4d1c4079996aa06	01/25/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

Date generated: 03/01/2022

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No records found

HOURS OF OPERATION

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

Plan to Remain Compliant with Local Zoning - Phillipston

Tempest plans to remain compliant with the Local Zoning laws of the Town of Phillipston and will:

- a) adhere to the provisions in Section 21 of the Zoning Bylaw of the Town of Phillipston and all other provisions for recreational marijuana;
- b) comply with all local rules/codes, regulations, ordinances, and bylaws;
- c) adhere to the provisions of Massachusetts General Law Chapter 94G;
- d) contain all marijuana establishments within a building or structure;
- e) conduct hours of operation that are within the limits set by the special permit granting authority of the Town of Phillipston;
- f) keep boundaries of the marijuana establishment to more than 500 feet from the property boundary line of any lot in use as a public or private pre-school, primary or secondary school, licensed day-care center, church, library, park, playground or other marijuana establishments. Distance shall be measured in a straight line from property boundary line to property boundary line;
- g) not be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a van or truck;
- h) be located within a permanent building and will not be located in a trailer, cargo container, motor vehicle or other similar nonpermanent enclosures.
- i) have no outside storage of marijuana, related supplies or promotional materials;
- j) ventilate the marijuana establishment in such a manner that no: pesticides, insecticides, or other chemicals or products used in cultivation or processing are dispersed into the outside atmosphere. Also, no odor from marijuana will be detected by a person with a normal sense of smell at the exterior of the marijuana establishment or at any adjoining use or property;
- k) apply for and receive commercial site plan review from the Planning Board in accordance with MGL Ch. 40A, Sec 9 and Section 21 of the Zoning Bylaw of the Town of Phillipston;
- l) meet all dimensional, parking, landscaping, and signage requirements of the Zoning Bylaw of the Town of Phillipston;
- m) provide the town with the names, address, phone number, and email addresses of all management, staff, and key holders of the marijuana establishment, including a minimum of two (2) operators or managers which the facility identifies as contact persons to whom one can provide notice of operating problems associated with the marijuana establishment;
- n) provide to the Town of Phillipston a copy of its Articles of Incorporation or equivalent documents, a current Certificate of Legal Existence from the Secretary of the Commonwealth, and the most recent annual report;
- o) provide to the Town of Phillipston copies of all required licenses and permits issued to Tempest by the Commonwealth of Massachusetts and any of its agencies for the marijuana establishment, including the Cannabis Control Commission;

- p) provide to the Town of Phillipston evidence of Tempest's right to use the site for the establishment, such as a purchase and sale agreement, deed, owner's authorization, or lease;
- q) provide to the Town of Phillipston details showing all proposed security measures for the marijuana establishment, including lighting, fencing, gates and alarms, etc., to ensure the safety of persons and to protect the premises from criminal activity. A letter from the Town of Phillipston Police Chief, or designee, acknowledging review and approval of the marijuana establishment security plan will be attained;
- r) provide to the Town of Phillipston the resumes of the applicant and all members of the marijuana establishment management, including company history, references, and relevant experience;
- s) provide to the Town of Phillipston a description of activities: A narrative providing information about the type and scale of all activities that will take place on the proposed site. Tempest will provide a context map that depicts all properties and land uses within a minimum of five hundred (500) foot radius of the proposed site.
- t) design the establishment to minimize any adverse impacts on abutters and other parties in interest, as defined in MGL Ch. 40A, Sec 11;
- u) meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations;
- v) file an annual report to, and appear before, the Planning Board no later than January 31st of each calendar year providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit/site plan;
- w) only transfer the special permit/site plan approval with the approval of the special permit/site plan granting authority in the form of an amendment to the special permit with all application information required in accordance with Phillipston Bylaws and after a posted public hearing;
- x) remove all material, plants, equipment and other paraphernalia within six months of ceasing operations.

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:

2. Name of applicant’s authorized representative:

3. Signature of applicant’s authorized representative:

4. Name of municipality:

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



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

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

8. Host community agreement execution date:



Community Outreach Meeting for 420 State Rd Phillipston MA on 11/30/20.

There were 7 participants total in the meeting. This was the third Community Outreach Meeting for the same retail store at 420 State Rd that has been held over the last 18 months which is probably why there were less participants on this call.

Welcome everyone, my name is
Amanda and I'm the moderator

for tonights Community
Outreach

Meeting for a recreational
retail marijuana store at 420

State Rd, Phillipston.

For tonights agenda, we will
start with Damon Schmidt from

420 State going over 11 bullet
points that are required by

the Cannabis Control
Commission. After that, we

will open it up to questions
from the audience.

The audience is currently
muted. Please use the raise

hand feature to ask a
question or message me in the

chat. I will be keeping a
running list of the order the

question request come

in and will call on you in
that order. There is closed

captioning available, if you
turn on the subtitles on your

app. Also, this call is being
recorded.

Day Monday Damon, you are up
.

» Thank you. All right. So we
don't have too many people

joining at the moment. This is our third community outreach

meeting that we're holding on the same

subject. Over the last 18 months so we've had 18 months

of this.

So we're at the third community outreach meeting so

I'm going to go ahead here and if anyone joins I'll just

start over. But so I have to basically read 11 points that

the cannabis control commission wants me to make in

this community outreach meeting. Weaver having a

community outreach meeting for a retail store.

I'm going to read off. Here we go. Number one, location of

the proposed marijuana establishment.

420 State Road,

Phillipston, Massachusetts.

» Two, what types of marijuana

establishments will be sited at the location?

» Retail store for recreational marijuana.

» Is the establishment allowed under current zoning bylaws or

is a zoning amendment required

to allow it to go there? It's

currently allowed. Is the
proposed marijuana

establishment allowed by right
or does it require local

zoning permitting? What
permits are require snide

allowed by right. Number five,
is there a local licensing

regulation pertaining to
marijuana establishments? Yes,

select board has application
process. Six, is there a local

board of health regulation
pertaining to marijuana

establishments? No. Number
seven, does the proposed

location comply with the R5 00
-foot buffer zone from

existing public or private
school buildings? Yes. Do

local bylaws or ordinance
create a smaller buffer zone?

No. Number eight, if the
applicant is moving into an

existing building or building
a new one will its premise

comply with security

requirements? Yes. Number nine
, what steps will be taken by

the marijuana establishment to
prevent diversion to minors?

We only sell to people age 21

and up. We check IDs multiple
times before And use child
resistant packaging. Number
ten, information demonstrating
how the applicant intends to be
sure that the location will
not constitute a nuisance to
the community as defined by
law. We will be following all
Phillipston bylaws and
regulations to make sure we
are not a nuisance to the
community as defined by law.
Number 11, a plan for how
marijuana establishment will
positively impact the
community. The establishment
will be a 3% of ref knew to
Phillipston. So those are the
11 things that I have to go
over. And we'll open it up to
any questions.

Anybody out there?

Greg, feel free to ask a
question. This is it. This is
your big question.

» Yeah. I guess

you're doing the community
outreach tonight and

yet the planning board

doesn't seem

to

-- too willing at this point
to move forward with your

proposed retail establishment.
What situation -- I guess why

are you doing this tonight as
opposed to once the

permitting process gets
started. And where are you in

the process as a result?

» That's a good question. So

what happens when you turn in
your application to the CCC,

you have to turn it in within
normal limits six months of

holding the community

outreach meeting. At the same
time, to turn in your

application, you need a host
community agreement signed by

the community that you're
trying to go in. So we started

this process back in March of
2019. We held a

meeting in May of 2019. In the
hopes that they would sign an

HCA in the process. They ended
up signing the HCA in June of

2020, right around that time.
So we had to hold another one

in June. I put 2 newspaper
article in seven days before

the meeting as was the
prior requirement. However,

the CCC changed it to 14 days
that you had to put a notice

in the newspaper so because of
that, I had to hold an

entirely new meeting just so I
could turn my application in.

So the reason for tonight's
meeting specifically is so I

can check a box up with the
CCC and I can turn in my

application. Since I have a
signed host community P

agreement with Phillipston,
they have a contractual

agreement with me to sign off
on my license. So I'm going to

have my provisional license
from the CCC, I expect,

in January or February.

» Okay. And I don't know if

this is a fair question to ask
you in this venue but

obviously and it's been in the
papers there's

disagreement as to whether
your efforts should be held up

because of the moratorium that
was

passed, as you know, and as
you've said several times. The

council mentioned the night of the special town meeting that

you basically would be grandfathered in terms of the

permitting process because you started all of this before the

moratorium was passed. And maybe this is not a fair

question to ask without your attorney here but are you

looking at possible legal action with the town or are

you going to just wait to see what the planning board hears

back from their town council to -- before making a decision

on proceeding?

» That's a good question

actually. So from our

standpoint, we turned in an application to the town and

wrote them a check for \$800 for a marijuana establishment

application that they made and gave me in 2019. We turned

that in. They cashed our check. And we've been moving

forward. So we believe so they can vote a moratorium but the

bylaws in place when we started this and were in place

when we put in our application are the bylaws that we're held

to. So there doesn't seem to
be a disagreement at that

point because that's the law.
I believe the planning board,

you know, is from their words,
they're waiting until the

attorney general votes or
makes their decision on the

moratorium and

then I guess we'll await their
answer and if it's not to

proceed we're going to proceed
through the courts or however

we have to. I will tell you
this, you know, I've wrote a

letter to them in the past.
Our revenue is 25 to \$40,000 a

day that will be missing. At
some point, they're going to

delay us to the point where I'
m missing a million dollars a

month. So at that point, we'll
see where we are. I don't

think we're going to get there
. You know. I think we're

going to proceed. They did say
at the planning board once the

attorney general shoots down
this moratorium they'll work

quickly. You know. We might
have the building up before

they approve, you know, we're
moving forward from our

standpoint on building the property.

» Okay. I guess it's hard for me to understand why and I

guess I would have to ask Bernie this why it makes a

difference what the attorney general does if, again,

you're grandfathered, your process is grandfathered

before the moratorium even was enacted but I

guess that's a question from Bernie. From our standpoint,

the planning board is delaying us. They've been delaying us

for months. And eventually every month is going to be a

million dollars. At some point I might be out of money.

» Yeah. So what happens after tonight? What's your next step

?

» So after tonight, I will

have a video recording of this meeting and I'll send that in

to the CCC with my application and within probably two months

I'll have my provisional license and that's the first

step in getting our final license and our commenced

license to open the business.

You'll also just -- you also
just held a public meeting
with the conservation
commission in Phillipston and
they voted to allow us to move
forward so that's one of our
big steps in our plans for
building, having the
conservation commission sign
off which they have. Our next
steps are to turn in our
building plans. Amanda, did
you want to bring up the
outside elevations of the
building? I think Greg has
seen these before.
» Yeah. But, you know, we're
at the stage where hopefully
within the next month we're
going to turn in our
engineered plans to the town.
So that's what you're going to
look at when you see from the
street. That's the west
elevation which is route 2.
So we're proceeding with our
building
plans. As soon as I have
building plans we're going to
present them and start
building.

So they can hold us up for a

special permit for marijuana

but we can build a building
and have another retail

business there.

So I don't know if that
answers your question. It's

not slowing down my building
but the day it slows down my

building we're going to be out
a million dollars a month. So

we're moving as fast as we can
.

I guess you want to show
Amanda the last piece and that

would be tend of my
presentation unless there's

more questions but you know
the piece that shows the

overhead view of where the
store will be located. Yeah.

So that one. Greg, you're my
only audience here so that is

basically the building. 80 by
50. You have a good 40 parking

spots which is twice what the
town

requires.

» Two people have entered the
waiting room. This is exciting

. All right.

» Oh, we lost

Greg. We lost

Greg. Greg, where

did you lose us?

All right. Well, if anybody
else has any questions.

All right.

I guess we can just wrap that
up. I see that we had somebody

else join and -- all right.

» I'm sorry. I wanted to ask -

- my zoom cut out on me.

» Yep.

» Amanda, can I get your name
and position with the meeting

tonight? Are you with the town
?

» No. I'm -- I work with Damon
and moderate zoom calls for

him.

» I got you. Okay. Thank you.

Thank you, Damon.

» Yeah. So we're not allowed

to have anyone who works for
our company actually host a

meeting so we went out and I'
ll call a third party so

someone not related to us is
what we had to do to satisfy

the CCC requirements.

» Okay. No offense, Amanda.

» All right. Thank you.

» Thank you. If you have

questions, just email me.

Hopefully I answered but if

you have any feel free to
email me.

» All right. Thank you.

Appreciate it.

» Thank you.

» All right. Amanda, I guess

that's it. It was really 15
minutes.

» It was. So I guess I will
thank you all.

Amanda, you can send me a
video or the file and then

also the captioning that goes
with it. That would be awesome

.

» I will do that.

» All right. Thank you.

» Thank you.

» Thank you.

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): 11/30/20
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: 11/14/20

b. Name of publication: Athol Daily News

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: 11/12/20

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: 11/14/20

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

Name of applicant:

Tempest Inc

Name of applicant's authorized representative:

Damon Schmitt

Signature of applicant's authorized representative:

Damon Schmitt

**Notice is hereby given that a
Community Outreach Meeting**

Attachment A

for a proposed Marijuana Establishment is scheduled for November 30th at 8:00pm at the below Zoom Meeting. The proposed Retail Marijuana Establishment is anticipated to be located at 420 State Rd, Phillipston MA. There will be an opportunity for the public to ask questions. Zoom meeting info will be posted at 420StateRd.com

We will also accept questions submitted in advance and respond during the meeting. Please email questions to: questions@420StateRd.com

At least 24 hours before the meeting all meeting materials will be posted at: 420StateRd.com

All participants are required to enter their first and last name as their screen name in order to be admitted to the meeting. Once the meeting starts all participants except for the speaker will be on mute.

If you would like to ask a question, please use the "Raise Hand" feature or post it in the chat room.

November 14

84943

Attachment B

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 30th at 8:00pm at the below Zoom Meeting. The proposed Retail Marijuana Establishment is anticipated to be located at 420 State Rd, Phillipston MA. There will be an opportunity for the public to ask questions. Zoom meeting info will be posted at 420StateRd.com

We will also accept questions submitted in advance and respond during the meeting. Please email questions to: questions@420StateRd.com

At least 24 hours before the meeting all meeting materials will be posted at: 420StateRd.com

All participants are required to enter their first and last name as their screen name in order to be admitted to the meeting. Once the meeting starts all participants except for the speaker will be on mute.

If you would like to ask a question, please use the "Raise Hand" feature or post it in the chat room.

Attachment C

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 30th at 8:00pm at the below Zoom Meeting. The proposed Retail Marijuana Establishment is anticipated to be located at 420 State Rd, Phillipston MA. There will be an opportunity for the public to ask questions. Zoom meeting info will be posted at 420StateRd.com

We will also accept questions submitted in advance and respond during the meeting. Please email questions to: questions@420StateRd.com

At least 24 hours before the meeting all meeting materials will be posted at: 420StateRd.com

All participants are required to enter their first and last name as their screen name in order to be admitted to the meeting. Once the meeting starts all participants except for the speaker will be on mute.

If you would like to ask a question, please use the "Raise Hand" feature or post it in the chat room.

For the Community Outreach Meeting video, please go to 420staterd.com

The closed captioning is attached to the application.

Plan to positively impact areas of disproportionate impact

Tempest plans to positively impact those that are designated by the Commission to be Social Equity Program participant by following the requirements under 935 CMR 500.101(1)(a) with the following Goal, Program, and Measurements:

Goal: In year one Tempest will successfully train, mentor, and help to launch a new marijuana business for a minimum of one Social Equity participant as defined by the Commission.

Tempest's majority owner will help with the financial contribution to the participants to ensure success. No violation of the Commission's regulations on limitations on ownership or control or applicable state laws will occur. The Social Equity participant(s) will be chosen from the participants the majority owner met during the first Social Equity Cohort. The amount of money to be contributed to the Social Equity participant will be what is considered needed to secure the location, build out the establishment, and launch the businesses. There will be a mixture of cash and equity being sold to accomplish the goal of launching the cannabis establishment.

Program: Provide mentoring and professional training to a minimum of one Social Equity participant to get them ready to run and own their own marijuana businesses. Each individual will work at the company (becoming a registered agent) and will be paid a wage like any other employee while learning all aspects of running the business. They will be mentored by the ownership to being able to make all required decisions to run their own businesses. As part of the program, the individuals will apply to the CCC for their own business licenses and receive guidance during the entire process.

Successful completion of the program will see the Social Equity individual(s) funded 100% for land and operations to the point of getting their respective business licensed and up and running to be self-sufficient.

Measurements: At the end of year one of Tempest Inc receiving the provisional license the following three measurement metrics will be used in measuring the success of the program:

- 1) Number of Host Community Agreements signed. A successful result would be one Host Community Agreement signed for a Social Equity Program participant.
- 2) Number of marijuana license applications submitted to the CCC. A successful result would be one complete application submitted for a Social Equity Program participant.
- 3) Number of provisional approved CCC applications. A successful result will be that Tempest Inc. has helped at least one Social Equity to be granted their provisional approval from the CCC.

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

Tempest acknowledges that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Tempest acknowledges that the progress or success of the plan, in its entirety, must be documented annually upon receipt of provisional license.



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

mass.gov/dor

Letter ID: L2023714368
Notice Date: October 27, 2020
Case ID: 0-000-978-362



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TEMPEST
TEMPEST, INC
130 S ROYALSTON RD
ROYALSTON MA 01368-9504

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TEMPEST, INC 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, 8:30 a.m. to 4:30 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 William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001381462

ARTICLE I

The exact name of the corporation is:

TEMPEST, INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	3,294	\$0.00	3,294

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: DAMON SCHMIDT
No. and Street: 130 SOUTH ROYALSTON ROAD
City or Town: ROYALSTON State: MA Zip: 01368 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DAMON SCHMIDT	130 SOUTH ROYALSTON ROAD ROYALSTON, MA 01368 USA
TREASURER	DAMON SCHMIDT	130 SOUTH ROYALSTON ROAD ROYALSTON, MA 01368 USA
SECRETARY	DAMON SCHMIDT	130 SOUTH ROYALSTON ROAD ROYALSTON, MA 01368 USA
DIRECTOR	DAMON SCHMIDT	130 SOUTH ROYALSTON ROAD ROYALSTON, MA 01368 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:
RETAIL STORE

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 130 SOUTH ROYALSTON ROAD
City or Town: ROYALSTON State: MA Zip: 01368 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 130 SOUTH ROYALSTON ROAD

City or Town: ROYALSTON State: MA Zip: 01368 Country: USA
which is

☒ its principal office
☐ an office of its secretary/assistant secretary
☐ an office of its transfer agent
☐ its registered office

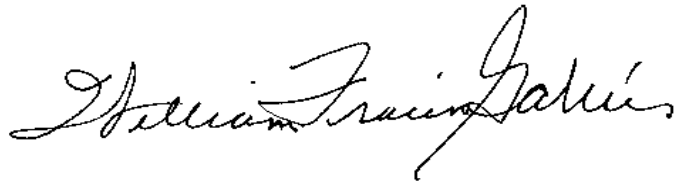
Signed this 1 Day of May, 2019 at 8:47:42 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

DAMON SCHMIDT

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:

May 01, 2019 08:46 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Articles of Amendment

(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

Identification Number: 001381462

1. Exact name of corporation: **TEMPEST, INC**

2. Registered office address: **130 SOUTH ROYALSTON ROAD ROYALSTON , MA 01368 USA**

These Articles of Amendment affecting article(s):

☐ Article 1 ☐ Article 2 ☐ Article 3 ☐ Article 4 ☒ Article 5 ☐ Article 6

(Specify the number(s) of articles being amended(I-VI))

4. Date adopted: 5/1/2019

5. Approved by:

☒ the incorporators.

or

☐ the board of directors without shareholder approval and shareholder approval was not required.

or

☐ the board of directors and the shareholders in the manner required by law and the articles of organization.

6. State article number and text of the amendment.

ARTICLE I

The exact name of the corporation, ***as amended***, is:
(Do not state Article I if it has not been amended.)

ARTICLE II

The purpose of the corporation, ***as amended***, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

Amendments to Article III cannot be filed on-line at this time

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class, ***if amended***. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.
(Do not state Article IV if it has not been amended.)

ARTICLE V

As amended, the restrictions imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

(Do not state Article V if it has not been amended.)

TRANSFER OF SHARES OF STOCK ARE ONLY ALLOWED AS DESCRIBED ON THE BACK OF THE STOCK CERTIFICATES.

ARTICLE VI

As amended, other lawful provisions for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

(Do not state Article VI if it has not been amended.)

The amendment shall be effective at the time and on the date approved by the Division, unless, a *later* effective date not more than *ninety days* from the date and time of filing is specified:

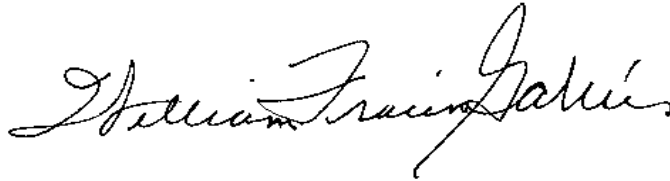
Later Effective Date: Time:

**Signed by DAMON SCHMIDT , its PRESIDENT
on this 23 Day of September, 2020**

THE COMMONWEALTH OF MASSACHUSETTS

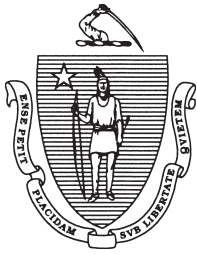
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

September 23, 2020 03:16 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 06, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,
TEMPEST, INC

is a domestic corporation organized on **May 01, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Certificate Number: 20110355140

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: ili

BY-LAWS
Of
TEMPEST, INC.

ARTICLE I - NAME, OFFICES, SEAL

1. *Name.*

The name of the corporation shall be Tempest, Inc.

2. *Principal Office.*

The principal office of the corporation in the Commonwealth of Massachusetts shall be located at 130 South Royalston Road, Royalston, MA 01368. The Directors may at any time and from time to time change the location of the principal office of the corporation in the Commonwealth.

3. *Other Offices.*

The corporation may also have an office or offices at such other location or locations, within or without the Commonwealth of Massachusetts, as the Directors may from time to time designate.

4. *Seal.*

The seal of the corporation shall bear its name, the year of its incorporation, and the word "Massachusetts", and shall otherwise be in such form as the Directors may from time to time determine.

ARTICLE II - STOCKHOLDERS

1. *Annual Meeting.*

The annual meeting of stockholders shall be held within six months after the end of the corporation's fiscal year specified in these By-Laws on the date and at the hour fixed by the Directors. The meeting shall be held at the principal office of the corporation unless a different place (within the United States) is specified in the notice of meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Board of Directors or the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held with all the force and effect of an annual meeting.

2. Special Meetings.

Special meetings of stockholders may be called by the President or by the Board of Directors. Special meetings shall be called by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote at such meeting.

3. Notice of Meetings.

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given by the Clerk or an Assistant Clerk (or other person authorized by these By- Laws or by law) at least seven (7) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, under the Articles of Organization or under these By-Laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Notice need not be given to a stockholder if a written waiver of notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

4. Quorum.

The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice.

5. Voting and Proxies.

Stockholders shall have one vote for each share of stock entitled to vote owned by them of record according to the books of the corporation and a proportionate vote for a fractional share, unless otherwise provided by law or by the Articles of Organization. Stockholders may vote either in person or by written proxy dated not more than six (6) months before the meeting named therein. Proxies shall be filed with the Clerk of the meeting, or of any adjournment thereof, before being voted. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

6. Action at Meeting.

When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock voting on such matter, except where a larger vote is required by law, by the Articles of Organization or by these By-Laws. Any election by stockholders shall be determined by a plurality of the votes cast, except where a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder entitled to vote in the election. The corporation shall not directly or indirectly vote any share of its own stock.

7. Action without Meeting.

Any action to be taken by stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of stockholders. Such consent shall be treated for all purposes as a vote at a meeting.

ARTICLE III - DIRECTORS

1. Powers.

The business of the corporation shall be managed by a Board of Directors who may exercise all the powers of the corporation except as otherwise provided by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2. Number, Term and Election.

The Board of Directors shall consist of not less than one nor more than seven persons, except that when the number of stockholders is less than three, the number of Directors need not exceed the number of stockholders. Damon Schmidt or his heir(s) are/will be permanent Director(s). In no event shall there be less than one Director. Except as hereinafter provided, Directors shall be elected at the annual meeting of the stockholders, and each Director shall hold office until the next annual meeting of the stockholders and until his successor is chosen and qualified. Directors need not be stockholders. Vacancies in the Board of Directors may be filled by unanimous vote of the remaining Directors, although less than a quorum, for the unexpired term or terms.

3. Enlargement of the Board.

The number of members of the Board of Directors may be increased and additional Directors elected at any meeting of the stockholders.

4. Tenure.

Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of Stockholders and until their successors are chosen and qualified. Any Director may resign by delivering his written resignation to the corporation at its principal office or to the President, Clerk or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5. Removal.

A Director may be removed from office (a) with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of Directors, or (b) for cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

6. Meetings.

Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. A regular meeting of the Board of Directors may be held without notice at the same place as the annual meeting of stockholders, or the special meeting held in lieu thereof, following such meeting of stockholders.

Special meetings of the Board of Directors may be called orally or in writing, by the President, Treasurer or two or more Directors, designating the time, date and place thereof.

7. Notice of Meetings.

Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each Director by the Clerk or Assistant Clerk, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Directors calling the meeting. Notice shall be given to each Director in person or by telephone or by telegram sent to his business or home address at least twenty-four hours in advance of the meeting, or by written notice mailed to his business or home address at least forty-eight hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

8. Quorum.

At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum.

Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

9. Action at Meeting.

At any meeting of the Board of Directors at which a quorum is present, a majority of the Directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Articles of Organization or by these By-Laws.

10. Action by Consent.

Any action by the Board of Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the meetings of the Board of Directors. Such consent shall be treated as a vote of the Board of Directors for all purposes.

11. Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

12. Issuance of Stock.

The Board of Directors, with the approval of the shareholders, shall have the power to issue from time to time, and in such amounts as they deem best, the balance of the authorized stock, not issued at the incorporation of the corporation, in exchange for cash, property or services, and to determine the fair value of such property and services.

ARTICLE IV - OFFICERS

1. Enumeration.

The officers of the corporation shall consist of a President, a Treasurer, a Clerk, and such other officers, including one or more Vice-Presidents, Assistant Treasurers, and Assistant Clerks, as the Board of Directors may determine.

2. Election.

The President, Treasurer and Clerk shall be elected annually by the Board of Directors at their first meeting following the annual meeting of Stockholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

3. Qualification.

No officer need be a stockholder or Director. Any two or more offices may be held by any person, provided that the Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process.

4. Tenure.

Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer, and Clerk shall hold office until the next annual meeting of stockholders and until their respective successors are chosen and qualified; and all other officers shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified, or for such shorter term as the Board of Directors may fix at the time such officers are chosen. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President, or Clerk, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5. Removal.

The Board of Directors may remove any officer with or without cause by a vote of a majority of the entire number of Directors then in office; provided, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors.

6. Vacancies.

Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

7. President and Vice-Presidents.

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors he shall preside, when present, at all meetings of stockholders and of the Board of Directors.

Any Vice-President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

8. Treasurer and Assistant Treasurers.

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide. Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

9. Clerk and Assistant Clerks.

The Clerk shall keep a record of the meetings of stockholders. In case a Secretary is not elected or is absent, the Clerk or an Assistant Clerk shall keep a record of the meetings of the Board of Directors. In the absence of the Clerk from any meeting of stockholders, an Assistant Clerk if one is elected, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

10. Other Powers and Duties.

Subject to these By-Laws, each officer of the corporation shall have in addition to the duties and powers specifically set forth in these By-Laws, such duties and powers as are customarily incident to his office, and such duties and powers as may be designated from time to time by the Board of Directors.

ARTICLE V - CAPITAL STOCK

1. Certificates of Stock.

Each stockholder shall be entitled to a certificate of the capital stock of the corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer. Every certificate for shares of stock which are subject to any restrictions on transfer, whether imposed by the Articles of Organization or these By-laws or by any agreement to which the corporation is a party, shall bear on its face a reference to the restrictions on transfer.

2. Transfers.

Subject to the restrictions, if any, noted on the stock certificates, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the corporation or its transfer agent may reasonably require.

3. Record Holders.

Except as may be otherwise required by law, by the Articles of Organization or by these By-Laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the corporation of his post office address.

4. Record Date.

The Board of Directors may fix in advance a time of not more than sixty days preceding the date of any meeting of stockholders, or the date for the payment of any dividend or the making of any distribution to stockholders, or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting, and any adjournment thereof, or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date. Without fixing such record date the Board of Directors may for any of such purposes close the transfer books for all or any part of such period.

5. Replacement of Certificates.

In case of the alleged loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms as the Board of Directors may prescribe.

ARTICLE VI - INDEMNIFICATION

1. Directors and Officers.

Each Director and officer of the corporation, including those who had so served but are no longer such, and any such person serving or having served at its request as Director or officer of another organization in which it owns shares or of which it is a creditor, shall be indemnified by the corporation against all charges which may be reasonably incurred or paid by him in connection with any claim, actual or threatened action, suit or proceeding (civil, criminal or other, including appeals) in which he may be involved by reason of his being or having been such Director or officer, made or brought against him by reason of any act or omission, or alleged act or omission (including all such antedating the adopting of this By-law) by him in any or each such capacity, and also against all charges which may be reasonably incurred or paid by him (other than to the corporation for its account) in reasonable settlement of any such claim, action, suit or proceeding.

The determination whether a settlement is or was reasonable shall be made by a majority of a quorum of the Board of Directors comprised of those Directors who are not involved in the claim, action, suit or proceeding, and if there be no such quorum, then by one or more disinterested persons to whom the question may be referred by the Board of Directors.

Such indemnification may include, at the discretion of those Directors not directly the subject of such claim, suit or proceeding (though less than a quorum), payment by the corporation in advance of expenses incurred in defending a civil or criminal action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment in advance if he shall be adjudicated to be not entitled to indemnification.

2. Employees and Other Agents.

The Board of Directors may, by general vote or by vote pertaining to a specific employee or agent or class thereof, authorize indemnification of the corporation's employees and agents, other than those officers, Directors and persons referred to in Section 1, above, to whatever extent they may determine, which may be in the same manner and to the same extent provided in Section 1, above.

3. Definition of "Charges".

As used in this Article VI the term "charges" shall include, without limitation, judgment awards, settlement awards, awards by other tribunals or bodies, attorneys' fees, costs, fines, penalties and other liabilities.

4. Limit Upon Indemnification.

Indemnification under this Article VI, whether under Section 1 or Section 2, shall not be made, and no person shall be entitled to indemnification, in any case where such claim,

action, suit or proceeding shall proceed to final adjudication and it shall be finally adjudged, nor shall any settlement be determined reasonable if it is found, that such Director, officer, person, employee or agent (a) is or was derelict in the performance of his duties in connection with the alleged acts or omissions giving rise to such claim, action, suit or proceeding, or (b) has not acted in good faith in the reasonable belief that his action was in the best interests of the corporation, or (c) had no reasonable cause to believe that his conduct was lawful.

5. Other Remedies.

The rights of indemnification herein provided for shall be severable, shall not be exclusive of other rights to which any Director, officer, employee or agent may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII - AMENDMENTS

Any of these By-Laws may be altered, amended or repealed by vote of the stockholders at any annual or special meeting; provided, however, that no change in the date of the annual meeting shall be made within sixty days before the date stated in the By-Laws, and notice of any change of the date fixed in the By-Laws for the annual meeting shall be given to all stockholders at least twenty days before the new date fixed for such meeting.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. Fiscal Year.

Except as otherwise determined by the Board of Directors, the fiscal year of the corporation shall be the twelve months ending December 31.

2. Execution of Instruments.

All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the corporation in its behalf shall be signed by the President or the Treasurer except as the Board of Directors may generally or in particular cases otherwise determine.

3. Voting of Securities.

Unless otherwise provided by the Board of Directors, the President or Treasurer may waive notice of and act on behalf of this corporation, or appoint another person or persons to act as proxy or attorney in fact for this corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this corporation.

4. Resident Agent.

The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the corporation. Said resident agent shall be either an individual who is a resident of and has a business address in Massachusetts, a corporation organized under the laws of Massachusetts, or a corporation organized under the laws of any other state of the United States, which has qualified to do business in, and has an office in, Massachusetts.

5. Corporate Records.

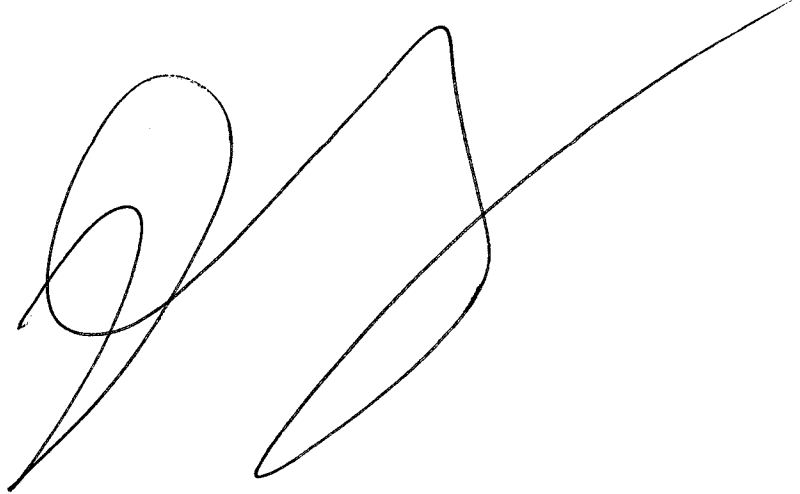
The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent, Clerk or resident agent, and shall be open at all reasonable times to the inspection of any stockholder for any proper purpose, but not for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

6. Articles of Organization.

All references in these By-Laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

Attestation – Department of Unemployment Assistance

Tempest Inc can't register with the Department of Unemployment Assistance until it hires employees, so there is no certificate of good standing available.

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a long, sweeping horizontal line that extends to the right.

Business Plan – Tempest Inc.

Tempest Inc will become a recreational marijuana retailer licensed by the State of Massachusetts. Tempest is an affiliated company via Damon Schmidt of Royalston Farm LLC (Cultivator/Product Manufacturer) and Royal Sun Farm LLC (Cultivator/Product Manufacturer). Damon Schmidt also has plans for 3 recreational cannabis retail locations in Phillipston, Waltham and Templeton which will complete his business plan of obtaining the Massachusetts maximum of 100,000 sq ft of canopy with 3 retail stores.

Tempest will commence operations in the Fall of 2021 with a 4,000 sq ft retail store.

Plan for Obtaining Liability Insurance – Tempest Inc.

Tempest Inc plans to obtain a liability insurance policy or otherwise meet the requirements of 935 CMR 500.105(10). Tempest will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The deductible for this policy will be no higher than \$5,000 per occurrence. Tempest is currently engaged with Cannasure Insurance Services to get a quote.

If Tempest is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), Tempest will place in escrow \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account required pursuant to 935 CMR 500.105(10)(b) will be replenished within ten business days of any expenditure.

Tempest will carry automobile coverage, as well as property and casualty coverage. Coverage to include business interruption protection. Replacement cost will be used to value all property ensuring a full recovery in event of total loss. Business interruption coverage will allow Tempest to continue paying employees, vendors, taxes & fees during reconstruction, if necessary. Tempest will keep reports documenting compliance with 935 CMR 500.000.

Policy for Restricting Access to Individuals Age 21 and Older

Tempest Retail Facility Access Restriction – Employees, Vendors, and Visitors

Tempest will restrict access to its facilities to individuals who are age 21 and older and are either employees or approved visitors. All employees and prospective employees of Tempest will have provided adequate proof of meeting the age 21 and older requirement prior to being submitted for the required registration with the Cannabis Control Commission as Marijuana Establishment Agents.

To ensure that access to Tempest is restricted to individuals age 21 and older, mandatory positive identification of all individuals seeking access to the premises of Tempest is required to gain entry to the premises. Individuals who are not able to provide Massachusetts State-Issued Identification, or two forms of identification if their State-Issued Identification is that of a state other than Massachusetts, will not be allowed access to the premises of Tempest as a visitor.

Tempest Retail Facility Access Restriction – Retail Customers

Access to Tempest will require any and all individuals looking to gain access to the retail areas of the facility to provide proof that they are 21 years of age or older prior to entering any area of the Tempest facility, prior to entering the retail sales area, and a third time at the sales counter. At each check, an ID scanning device will be utilized as part of the age confirmation process to ensure that individuals with expired or false identification are unable to enter the retail areas of the facility.

This triple-check method ensures that access to the premises of Tempest and its retail areas will only be possible to individuals 21 years of age or older.

Maintaining of financial records – Tempest

Tempest will maintain financial records in accordance with Generally Accepted Accounting Principles (GAAP) as well as 935 CMR 500.000, and will make its records available for inspection by the Commission, upon request. Tempest has retained AAFCPAs as its CPA firm. AAFCPA has a Cannabis division. <https://www.aafcpcpa.com/industries/cannabis-businesses/>. Tempest will implement AAFCPA's record keeping platform they have developed for the Cannabis Industry.

Tempest will keep manual and computerized records of:

- a. assets and liabilities;
- b. monetary transactions;
- c. books of accounts, which shall include journals, ledges, and supporting documents, agreements, checks, invoices, and vouchers;
- d. sales records including the quantity, form, and cost of marijuana products;
- e. salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of Tempest
- f. following the closure of Tempest, all records will be kept for three years in a form and location acceptable to the Commission

Tempest will not utilize software or other methods to manipulate or alter sales data as outlined in *935 CMR 500.140(6)*.

Tempest will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data as outlined in *935 CMR 500.140(6)*.

Tempest will maintain records that it has performed the monthly analysis as outlined in *935 CMR 500.140(6)*.

If Tempest determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission as outlined in *935 CMR 500.140*.

Tempest will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements as outlined in *935 CMR 500.140(6)*.

Tempest will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales as outlined in *935 CMR 500.140(6)*.

If Tempest is co-located it will maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose

of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) as outlined in 935 *CMR* 500.140(6).

Diversity Plan – Tempest Inc

Tempest Inc will adhere to 935 CMR 500.101(e) and implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and those falling under LGBTQ+.

Tempest will have the following Goals, Programs, and Measurements:

Goal: Hire individuals fallings into the demographics of minorities, women, veterans, people with disabilities, and people considering themselves LGBTQ+ at career fairs in Amherst and other communities as hiring is needed. The goal is 50% of the hired staff to be from the above demographics broken down into:

- 25% women
- 10% minorities
- 5% veterans
- 5% people with disabilities
- 5% people considering themselves LBGTQ+

Program: Tempest will hold a minimum of 1 career fair per year at UMASS Amherst seeking individuals falling into the above demographics as new hiring demands. Tempest expects to have at least one hundred qualified applicants from the above demographics participate in the career fair.

Measurement: At the end of year one of Tempest receiving the provisional license, the following measurement metrics will be used in measuring the success of the program:

Percent of those hired at the career fairs fall into the above-listed demographics. A successful result will be 50% of those hired at the career fairs be minorities, women, veterans, people with disabilities, and people considering themselves LGBTQ+ with the following minimum targets:

- 25% women
- 10% minorities
- 5% veterans
- 5% people with disabilities
- 5% people considering themselves LBGTQ+

Tempest will hold semi-annual meetings of the Tempest Diversity Board made up of three owners of Tempest and one or two female employee(s) (depending on our employee count/to be named later). The Board will meet to discuss the progress of the diversity plan, and to schedule community outreach and amend the plan as necessary. The topics that will be discussed will be

around the above target goals. The Tempest owners who will be the three members represent a diverse background:

Alozie Nwabeke (African-American/Black)

Rodridgo Herrera (Hispanic/Latino descent)

Damon Schmidt (White)

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

Tempest acknowledges that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Tempest acknowledges that the progress or success of the plan, in its entirety, must be documented annually upon receipt of provisional license.

Employee Handbook for Tempest

Tempest policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this Handbook conflicts with any applicable company policy, the policy will govern. If you have questions concerning this Handbook or a policy, consult your supervisor for clarification. Tempest will have a staffing plan and records in compliance with 935 CMR 500.105(9) and 935 CMR 500.105(1).

Background Check Requirements

All employees of Tempest will be required to undergo the registration process outlined in 935 CMR 500.030: Registration of Marijuana Establishment Agents. This includes all of its board members, directors, employees, executives, managers and volunteers who are associated with Tempest. To meet the necessary base qualifications for employment with Tempest, all employees must:

- Be 21 years of age or older;
- Not be convicted of an offence 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.

Tempest will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030.

All employees of Tempest will have completed the registration process for marijuana establishment agents and received confirmation of their status as a registered marijuana establishment agent of Tempest prior to beginning their employment at Tempest. Tempest will notify the Cannabis Control Commission (the Commission) within one business day after a marijuana establishment agent ceases to be associated with the establishment.

Tempest will notify the Commission in a form and manner determined by the Commission within five business days of any changes to the information that Tempest was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

Non-Disclosure Agreement (NDA) and Conflict of Interest Statements

Tempest will maintain confidential information pursuant to 935 CMR 500.105(1)

To protect company assets, we require all employees to adhere to our non-disclosure agreement and avoid any conflicts of interest.

Non-Disclosure Agreement (NDA)

Employees & contractors must not misuse confidential information, including internal and client information and communications. It is a condition of employment that the employee signs the Tempest Confidentiality and Intellectual Property Assignment Agreement, which will be provided under separate cover.

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. Tempest is bound by law or contract to protect some types of confidential information, and in other instances Tempest requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary, and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding client accounts including client information
- Tempest's internal business plans, tools, products, and strategy methods

Conflicts of Interest

Tempest understands that its staff employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and Tempest. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of Tempest or cast doubt on the fairness or integrity of Tempest's business dealings. Every employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of an employees' duties and external activities. This policy does not seek to unreasonably limit external activities, but emphasizes the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that Tempest's interests are not compromised.

As a basic condition of employment, all Company staff members have a duty to act in Tempest's best interest in connection with matters arising from or related to their employment and other Company activities. In essence, this duty means that employees must not engage in external activities that interfere with their obligations to Tempest. They may not damage Tempest's reputation, compete with Tempest's interests, or compromise the independence of Tempest's research and business activities, or be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at Tempest's expense or engage in external activities under circumstances that appear to be at Tempest's expense.

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Company responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

Anti-Discrimination Policy

Tempest provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions).

No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a person or other classes protected by law. This policy includes the commitment to maintaining a work environment based on inclusion and free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities:

- (i) filing a complaint under this policy with Tempest, or with federal, state or local equal employment opportunity agencies;
- (ii) assisting or participating in an investigation or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action law;
- (iii) opposing any act or practice prohibited by this policy or federal, state or local equal employment opportunity or affirmative action law;
- or (iv) exercising any other right protected by federal, state or local equal employment opportunity or affirmative action law.

Staff employees and applicants for employment should immediately bring any complaint or retaliation under this Policy to the business owner.

Tempest complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA). Employees with any questions or requests related to these laws and guidelines, including the ADA, should contact Tempest's ownership.

Employment At Will

Tempest abides by the at will employment doctrine, which means in essence that employees have the right to terminate employment without notice and without cause, for any reason. They are employed at will. As an employer at will, Tempest also has the right to terminate any employee for any reason, and also without advanced notice, except where federal or state law prohibit such actions.

Compensation

The amount of compensation you will receive is provided in your offer letter. In addition, Tempest is required to deduct specific amounts from your paycheck. These deductions may be taken pre-tax or post-tax depending on IRS tax rules.

Required deductions for federal and state taxes

As an employee of Tempest, there are certain mandatory deductions under federal law that must come out of employees' paychecks.

They are:

- Social security (pre-tax)
- Medicare (pre-tax)
- Federal withholding taxes (pre-tax)
- State withholding taxes (pre-tax)
- Court-ordered garnishments/child support (post-tax)

Voluntary deductions

Voluntary deductions from a Tempest's employee paycheck can include participation in benefits programs such as medical, dental, or vision insurance. These are elective deductions and may be taken pre-tax as laws permit.

Other deductions

Tempest may make deductions from an employee's pay for:

- Full day absences for personal reasons or sickness if vacation/sick leave has been exhausted
- Any days not worked in the initial and final weeks of employment
- For hours taken as unpaid leave

Overtime pay

Some employees of Tempest are considered to be exempt from overtime.

Exempt status as classified by the Fair Labor Standards Act (FLSA) is for those employed in professional roles, such as those at Tempest with a salary (versus an hourly wage).

Non-exempt status is reserved for hourly workers, and they are eligible for overtime.

If you have questions about your status, please ask your supervisor.

Pay schedules

Employees at Tempest are paid on a [bimonthly basis on the 15th and 30th] via check or direct deposit. If a payday shall fall on a Saturday, Sunday, or bank holiday, the employee will be paid on the Friday prior.

Break times

To ensure your general health and productivity, employees are offered paid rest breaks of no more than 15 minutes and unpaid lunch time of at least 30 minutes, but not longer than 1 hour.

General Employment Information

Probationary periods

The probationary period is a time for you to learn about your job and become familiar with Tempest. During this time, your supervisor will explain Company policies and procedure, your job duties, and your performance expectations. Your performance will be closely evaluated by your supervisor to ensure that you understand and are able to meet the performance expectations. The probationary period is considered to be the employee's first [90] days. Probationary periods may be extended or reenacted on a case by case basis.

Resignation procedures

If you decide to terminate your employment, it is recommended that you give at least a two-week notice to your supervisor in order to maintain a mutually respectful relationship. All resignations must be submitted in writing or email to the [Company Owner or the HR manager].

Computers and technology

Tempest's information technology systems and the information served by those systems are valuable and vital assets to Tempest. This includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

Tempest's information technology systems and all data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information

in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

Tempest has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from Tempest's information technology systems.

Leave Policies

Tempest provides the following kinds of leave after the employee has completed their 90 day probationary period. Any leave prior to 90 days will be up to the discretion of management to approve on a case-by-case basis. All leave is on a use-it-or-lose it basis that resets on January 1st of each year.

Vacation Leave

Tempest defines "vacation leave" as leave needed for personal trips such as vacation, birthdays, weddings, etc. Tempest provides the following amount of vacation time for employees unless otherwise specified in their employment agreement:

0-3 years tenure = 10 days or 80 hours
4-5 years tenure = 15 days or 120 hours
6+ years tenure = 20 days or 160 hours

Vacation leave should be requested in advance through our payroll system under your employee account.

Sick Leave

Tempest complies with local, state and federal laws for sick leave. In accordance, we offer 5 days of paid sick leave annually to all employees. Sick leave can be used for personal illness or for caring for an ill family member.

After 2 consecutive days of sick leave, Tempest reserves the right to request proof of illness with a signed doctor's note.

Sick leave should be requested by 8 am on the day in question via email or phone call to your supervisor (please note: text messages do not suffice).

Medical and Family Leave

As a company with fewer than 50 employees, please note that we are not required to comply with the federal Family Medical Leave Act (FMLA).

However, should a situation come up where leave might be required for a personal or family medical issue, we will review providing unpaid leave or flexible working arrangements on a case-by-case basis for employees in good standing who have worked full time at Tempest for at least one year.

Bereavement Leave

Tempest offers up to 3 days or 72 hours for bereavement leave for employees with an additional 1 day or 8 hours for funerals that require travel of over 100 miles.

Tempest reserves the right to require proof of need for bereavement leave.

Paid Holidays

Tempest provides the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & the Friday after Thanksgiving
- Christmas Day

If a holiday falls on a weekend, the Friday before or Monday after will be provided as the day off instead.

Progressive Disciplinary Policy

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the department. The progressive corrective action process should be handled consistently within each unit and for each problem. However, progressive discipline is not guaranteed, as Tempest is an at will employer, and may choose to terminate an employee at any time with or without cause.

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Suspension;
- Suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, Tempest reserves the right to effect immediate termination consistent with our rights as an at will employer. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective action documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing corrective action, there should be clear and direct communication between the employee and his/her immediate supervisor. This communication should include a meeting between the employee and the supervisor.

However, in cases of serious workplace misconduct an employee is likely to be discharged immediately. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Company property;
- Falsification, alteration or improper handling of Company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of Tempest's electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants;
- Any action that violates federal, state or local law.

Tempest's policy is for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor pursuant to 935 CMR 500.105(1)

Signature Page

The Employee Handbook contains important information about Tempest, and I understand that I should consult Tempest Ownership, or my supervisor, regarding any questions not answered in the handbook. I have entered into my employment relationship with Tempest voluntarily and understand that there is no specified length of employment. Accordingly, either Tempest or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate

existing policies. Only the President of Tempest has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding employment agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it.

I further agree that if I remain with Tempest following any modifications to the handbook, I hereby accept and agree to such changes.

I have received a copy of Tempest's Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign the two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to Tempest's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Printed Name of Employee

Procedures for Quality Control and Testing of Product for Contaminants

All environmental media inputs, marijuana and marijuana product sold by Tempest will have undergone a strict quality control process in accordance with all quality control requirements detailed in 935 CMR 500, including:

- Mandatory testing of marijuana products that is performed by an Independent Testing Laboratory that has been appropriately certified and licensed by the Cannabis Control Commission (“the Commission”) in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Department of Public Health
- Mandatory testing of environmental media (e.g. soils, solid growing media, and water) performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health
- Mandatory segregation and material review by the Management Team of any marijuana product batches for which laboratory results indicate contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1).
 - In the case of laboratory test results indicating that the contamination cannot be remediated in a compliant manner, the Commission will be notified directly within 72 hours and will include a description of the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- Maintenance of results of all testing for a minimum of one year, in accordance with 935 CMR 500.160(3)
- Disposal of all excess marijuana in compliance with 935 CMR 500.105(12) if returned by the Independent Testing Laboratory as per 935 CMR 500.160(8)
- A hold process under which all marijuana product is held until such time that it has been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 and is determined to be acceptable to be sold or otherwise marketed for adult use.
- Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

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

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately as per *935 CMR 500.105(3)*
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands as per *935 CMR 500.105(3)*
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations as per *935 CMR 500.105(3)*
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests as per *935 CMR 500.105(12)* and *935 CMR 500.105(3)*
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair as per *935 CMR 500.105(3)*
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination as per *935 CMR 500.105(3)*.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana as per *935 CMR 500.105(3)*
- Water supply shall be sufficient for necessary operations as per *935 CMR 500.105(3)*
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment as per *935 CMR 500.105(3)*
- The establishment shall provide its employees with adequate, readily accessible toilet facilities as per *935 CMR 500.105(3)*
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as per *935 CMR 500.105(3)*
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory as per *935 CMR 500.140(9)*
- The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary as per *935 CMR 500.160(2)*

Record-Keeping Procedures – Retail

Tempest will maintain ongoing records over the course of normal operations as a licensed marijuana retailer. These will include records of the following:

- Personnel records (including background checks and agent registration documents) for each agent.
- Transportation manifests
- Seed-to-sale tracking data
- Destruction logs
- Security logs
- Security recordings
- Financial records
- Inventory Records
- Any other ongoing records as required by 935 CMR 500.105
- Job descriptions for each agent
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- Personnel policies and procedures
- All background check reports obtained in accordance with 935 CMR 500.030 and 935 CMR 500.105(9)
- Assets and liabilities
- Monetary transactions
- Books of accounts
- Sales records; and
- Salary and wages paid to each employee. *935 CMR 500.105(9)*

All records at Tempest, including personnel records, transportation manifests, seed-to-sale tracking data, destruction logs, security logs, security recordings, financial records, and any and any other necessary records, will be stored and maintained for a minimum of a 3-year period unless otherwise specified in 935 CMR 500.105.

Tempest will maintain records in accordance with generally accepted accounting principles pursuant to 935 CMR 500.105(9).

Written operating procedures shall be maintained as required by 935 CMR 500.105(1) and 935 CMR 500.105(9).

Tempest will maintain inventory controls and procedures for conducting monthly inventory reviews of marijuana products in the process of cultivation, and finished, stored marijuana as well as a comprehensive annual inventory at least once each year within 12 months of the

previous comprehensive inventory. If an oral recording device is utilized, the individuals who conducted the inventory will promptly transcribe all oral recordings in addition to saving the original recordings for a minimum of 3 years.

Employee Qualification and Training Requirements - Tempest

Suitability Standard and Background Check Requirements

All employees of Tempest will be required to undergo the registration process outlined in 935 CMR 500.030: Registration of Marijuana Establishment Agents. This includes all of its board members, directors, employees, executives, managers and volunteers who are associated with Tempest. To meet the necessary base qualifications for employment with Tempest, employees must:

- Be 21 years of age or older;
- Not be convicted of an offence 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.

Tempest will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030

All employees of Tempest will have completed the registration process for marijuana establishment agents and received confirmation of their status as a registered marijuana establishment agent of Tempest prior to beginning their employment at Tempest.

Tempest will notify the Cannabis Control Commission (the Commission) within one business day after a marijuana establishment agent ceases to be associated with the establishment.

Tempest will notify the Commission in a form and manner determined by the Commission within five business days of any changes to the information that Tempest was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

Employee Training

All marijuana establishment agents at Tempest will complete training prior to performing job functions as well as eight hours of on-going training annually. Training will be tailored to the specific roles and responsibilities of the job function of each marijuana establishment agent and will include, on or after July 1st 2019, the completion of a Responsible Vendor Program for all current employees as outlined in 935 CMR 500.105(2)(b).

Employees hired after July 1st, 2019 must successfully complete the Responsible Vendor Program within 90 days of hire as a condition of their employment at Tempest.

Employee Qualifications

In addition to the mandatory qualifications for employment at Tempest listed above, the following are mandatory qualifications for specific positions per 935 CMR 500.105:

- **Retail Manager**
 - 1.5+ Years in a Management Role at a Massachusetts Licensed Adult-Use or Medical Cannabis Retail Marijuana Establishment
 - Bachelor's Degree, or 3+ years in a retail, sales or service industry;
 - Familiarity with METRC and/or other seed-to-sale software
 - Extensive familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Retail Marijuana Establishments
- **Retail Supervisor**
 - 1+ years of experience in a Supervisor/Lead role at a Massachusetts Licensed Adult-Use or Medical Cannabis Retail Marijuana Establishment
 - Familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Retail Marijuana Establishments
 - Familiarity with METRC and/or other seed-to-sale software
 - High school degree or equivalent
- **Retail Host**
 - Entry-level role
 - Previous experience in retail, sales, or service industry is beneficial
 - Familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Retail Marijuana Establishments
 - High school degree or equivalent

Tempest will ensure that employees are trained on job specific duties prior to performing job functions. 935 CMR 500.105(2)

Tempest will retain for four (4) years all Responsible Vendor Program documentation. 935 CMR 500.105(2)

Energy Efficiency and Conservation Procedures

Tempest Inc as a retail establishment will meet all energy efficiency and equipment standards established by the Commission and all applicable environmental laws, regulations, permits, and other applicable approvals. In addition, Tempest will adopt any additional best management practices as determined by the Cannabis Control Commission to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts.

Tempest will seek energy use reduction opportunities by using natural lighting in the design plans for the new 4,000 sq ft building for both customer and employee facing areas as well as implement energy efficiency measures where applicable.

Tempest is exploring putting solar panels on the roof of the new building for renewable energy generation.

Tempest as a retail store does not anticipate the electrical needs that a cultivator or manufacturer would have to require lighting schedules, active load management, or energy storage. Due to the steep incline and bordering wetlands on the property, a large battery for energy storage supplied by the solar panels would not be practical, and a feed to the electrical grid would be more appropriate.

Tempest 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)*