Massachusetts Cannabis Control Commission

Third Party Marijuana Transporter

General Information:

License Number: MT281751

Original Issued Date: 07/06/2026

Issued Date: 07/06/2026

Expiration Date: 07/06/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Triple C'z LLC

Phone Number: 617-637-7874

Email Address: christian@triplecztransportation.com

Business Address 1: 6 RENFREW ST

Business Address 2:

Business City: Adams

Business State: MA

Business Zip Code: 01220

Mailing Address 1: 6 RENFREW ST

Mailing Address 2:

Mailing City: Adams

Mailing State: MA

Mailing Zip Code: 01220

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: 91

Percentage Of Control: 91

Role: Owner / Partner **Other Role:**

First Name: Christian **Last Name:** Feliz **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 6 Renfrew St

Establishment Address 2: Unit A

Establishment City: Adams **Establishment Zip Code:** 01220

Approximate square footage of the Establishment: 10400 **How many abutters does this property have?:** 24

Have all property abutters have 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
Executed HCA	HCA - {Triple C'z LLC} - (11.14.25).pdf	pdf	6918fbbbaf1485a6ac5bd9af	11/15/2025
Community Outreach Meeting Documentation	6 Renfrew St. Abutters List_Redacted.pdf	pdf	6918fbbfc1a1ec508a0b2be3	11/15/2025
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning - {Triple C'z LLC} - (11.15.25) .pdf	pdf	6918fc87c1a1ec508a0b2c39	11/15/2025
Community Outreach Meeting Documentation	COM Attestation Form - {Triple C'z LLC} - (2025}.pdf	pdf	69190b38c1a1ec508a0b2f77	11/15/2025
Community Outreach Meeting Documentation	COM - Newspaper Notice - [Attachment A] - {Triple C'z LLC} - (5.1.25).pdf	pdf	69190b95c1a1ec508a0b2f97	11/15/2025
Community Outreach Meeting Documentation	COM Abutter Notice - [Attachment C] - {Triple C'z LLC} - (4.29.25).pdf	pdf	69190ca8af1485a6ac5bdc61	11/15/2025
Community Outreach Meeting Documentation	COM Town Notice - [Attachment B] - {Triple C'z LLC} - (4.29.25).pdf	pdf	69190caac1a1ec508a0b2fc6	11/15/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - {Triple C'z LLC} - (1.2.25).pdf	pdf	69582c1e2ceff0deae644496	01/02/2026

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Christian **Last Name:** Feliz **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization - {Triple C'z LLC} - (2025).pdf	pdf	69191096af1485a6ac5bdd7f	11/15/2025
Bylaws	Triple cz operating agreement signed for CCC 2025.pdf	pdf	6919110ec1a1ec508a0b3134	11/15/2025
DUA attestation if no employees	Cert of GS DUA Attestation - {Triple C'z LLC} - (11.14.25)).pdf	pdf	691911f5c1a1ec508a0b3163	11/15/2025
Department of Revenue - Certificate of Good standing	Cert of GS DOR - {Triple C'z LLC} - (11.19.25).pdf	pdf	6930e9d2fe58050a08c884b2	12/03/2025
Secretary of Commonwealth - Certificate of Good Standing	Cert of GS SOC - {Triple C'z LLC} - (11.14.25).pdf	pdf	6944764b2ceff0deae5b7eb6	12/18/2025

No documents uploaded

Massachusetts Business Identification Number: 001837831

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date

Operating Agreement or Articles of Incorporation	Triple cz operating agreement signed for CCC 2025.pdf	pdf	69191225c1a1ec508a0b319a	11/15/2025
Operating Agreement or Articles of Incorporation	Certificate of Organization - {Triple C'z LLC} - (2025).pdf	pdf	6919122cc1a1ec508a0b31b1	11/15/2025
Business Plan	Business Plan - {Triple C'z LLC} - (11.15.25) .pdf	pdf	69191428af1485a6ac5bde30	11/15/2025
Proposed Timeline	Proposed Timeline - {Triple C'z LLC} - {11.15.25).pdf	pdf	6919148caf1485a6ac5bde50	11/15/2025
Plan for Liability Insurance	Plan for Obtaining Insurance - {Triple C'z LLC} - (11.15.25).pdf	pdf	691914a6af1485a6ac5bde64	11/15/2025
Capitalization Table	Cap Table - {Triple C'z LLC} - (2025).pdf	pdf	6919150baf1485a6ac5bde87	11/15/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting access 21 - {Triple C'z LLC} - (11.15.25).pdf	pdf	691917e2af1485a6ac5bdf09	11/15/2025
Record Keeping procedures	Recordkeeping Procedures - {Triple C'z LLC} - (11.15.25).pdf	pdf	691917e4c1a1ec508a0b328b	11/15/2025
Transportation of marijuana	Transportation Plan - {Triple C'z LLC} - (11.15.25).pdf	pdf	691917e5af1485a6ac5bdf1d	11/15/2025
Storage of marijuana	Storage Plan - {Triple C'z LLC} - (11.15.25).pdf	pdf	691917e6c1a1ec508a0b329f	11/15/2025
Security plan	Security Plan - {Triple C'z LLC} - (11.15.25).pdf	pdf	691917e8af1485a6ac5bdf31	11/15/2025
Personnel policies including background checks	Personnel Policies - {Triple C'z LLC} - (11.15.25).pdf	pdf	69191808af1485a6ac5bdf4b	11/15/2025
Maintaining of financial records	Maintaining Financial Records - {Triple C'z LLC} - (11.15.25).pdf	pdf	69191809c1a1ec508a0b32b9	11/15/2025
Quality control and testing	Quality Control and Testing - {Triple C'z LLC} - (11.15.25).pdf	pdf	6919180baf1485a6ac5bdf5f	11/15/2025
Qualifications and training	Qualification and Training - {Triple C'z LLC} - (11.15.25).pdf	pdf	6919180caf1485a6ac5bdf73	11/15/2025
Prevention of diversion	Prevention of Diversion - {Triple C'z LLC} - (11.15.25).pdf	pdf	6919180ec1a1ec508a0b32cd	11/15/2025
Dispensing procedures	Dispensing Procedures - {Triple C'z LLC} - (11.15.25).pdf	pdf	6919182ec1a1ec508a0b32e1	11/15/2025
Inventory procedures	Inventory Procedures - {Triple C'z LLC} - (11.15.25).pdf	pdf	6919182faf1485a6ac5bdf87	11/15/2025
Energy Compliance Plan	Energy Compliance Plan - {Triple C'z LLC} - (11.15.25).pdf	pdf	69191830c1a1ec508a0b32f5	11/15/2025

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	**Monday To:** 11:00 PM
Tuesday From: 7:00 AM	**Tuesday To:** 11:00 PM
Wednesday From: 7:00 AM	**Wednesday To:** 11:00 PM
Thursday From: 7:00 AM	**Thursday To:** 11:00 PM
Friday From: 7:00 AM	**Friday To:** 11:00 PM
Saturday From: 7:00 AM	**Saturday To:** 11:00 PM
Sunday From: 7:00 AM	**Sunday To:** 11:00 PM

300 feet Abutters List Report

Adams, MA
March 27, 2025

Subject Property:

Parcel Number:	107-0087-00	Mailing Address:	LA FAMILIA GROUP, LLC
CAMA Number:	107-0087-00		128 CRANE STREET
Property Address:	6 RENFREW ST		DEDHAM, MA 02026-

Abutters:

Parcel Number:	104-0001-00	Mailing Address:	[redacted]
CAMA Number:	104-0001-00		240 COLUMBIA ST
Property Address:	240 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	104-0002-00	Mailing Address:	[redacted]
CAMA Number:	104-0002-00		242 COLUMBIA ST
Property Address:	242 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	104-0020-00	Mailing Address:	[redacted]
CAMA Number:	104-0020-00		1 HIGHLAND AVE
Property Address:	239 COLUMBIA ST		BETHLEHEM, PA 18017-
Parcel Number:	104-0026-00	Mailing Address:	[redacted]
CAMA Number:	104-0026-00		47 HOLBROOK ST
Property Address:	0 LIME ST		NO ADAMS, MA 01247-
Parcel Number:	107-0039-00	Mailing Address:	[redacted]
CAMA Number:	107-0039-00		224 COLUMBIA ST
Property Address:	9 FRIEND ST		ADAMS, MA 01220-
Parcel Number:	107-0040-00	Mailing Address:	[redacted]
CAMA Number:	107-0040-00		224 COLUMBIA ST
Property Address:	5 FRIEND ST		ADAMS, MA 01220-
Parcel Number:	107-0041-00	Mailing Address:	[redacted]
CAMA Number:	107-0041-00		PO BOX 450
Property Address:	224 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0043-00	Mailing Address:	[redacted]
CAMA Number:	107-0043-00		PO BOX 450
Property Address:	230 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0044-00	Mailing Address:	[redacted]
CAMA Number:	107-0044-00		234 COLUMBIA ST
Property Address:	234 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0045-00	Mailing Address:	[redacted]
CAMA Number:	107-0045-00		1 HIGHLAND AVE
Property Address:	0 COLUMBIA ST		BETHLEHEM, PA 18017-

300 feet Abutters List Report

Adams, MA
March 27, 2025

Parcel Number:	107-0046-00	Mailing Address:	[redacted]
CAMA Number:	107-0046-00		1 HIGHLAND AVE
Property Address:	236 COLUMBIA ST		BETHLEHEM, PA 18017-
Parcel Number:	107-0047-00	Mailing Address:	[redacted]
CAMA Number:	107-0047-00		238 COLUMBIA ST
Property Address:	238 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0085-00	Mailing Address:	[redacted]
CAMA Number:	107-0085-00		235 COLUMBIA ST
Property Address:	235 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0086-00	Mailing Address:	[redacted]
CAMA Number:	107-0086-00		233 COLUMBIA ST
Property Address:	233 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0089-0A	Mailing Address:	[redacted]
CAMA Number:	107-0089-0A		PO BOX 377
Property Address:	8 RENFREW ST		ADAMS, MA 01220-
Parcel Number:	107-0089-0B	Mailing Address:	[redacted]
CAMA Number:	107-0089-0B		P O BOX 126
Property Address:	60 PRINT WORKS DR		ADAMS, MA 01220-
Parcel Number:	107-0089-0G	Mailing Address:	[redacted]
CAMA Number:	107-0089-0G		PO BOX 459
Property Address:	16 PRINT WORKS DR		STEPHENTOWN, NY 12160-
Parcel Number:	107-0089-0H	Mailing Address:	[redacted]
CAMA Number:	107-0089-0H		TOWN HALL 8 PARK ST
Property Address:	0 PRINT WORKS DR		ADAMS, MA 01220-
Parcel Number:	107-0090-00	Mailing Address:	[redacted]
CAMA Number:	107-0090-00		PO BOX 711
Property Address:	223 COLUMBIA ST		DALLAS, TX 75221-
Parcel Number:	107-0091-00	Mailing Address:	[redacted]
CAMA Number:	107-0091-00		48 12 MELROSE ST
Property Address:	217 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0150-00	Mailing Address:	[redacted]
CAMA Number:	107-0150-00		2 NO HOOSAC ST
Property Address:	214 COLUMBIA ST		ADAMS, MA 01220-
Parcel Number:	107-0151-00	Mailing Address:	[redacted]
CAMA Number:	107-0151-00		2770 W 5TH ST
Property Address:	216 COLUMBIA ST		BROOKLYN, NY 11224-

300 feet Abutters List Report

Adams, MA
March 27, 2025

Parcel Number:	107-0152-00	Mailing Address:	[redacted]
CAMA Number:	107-0152-00		218 COLUMBIA ST
Property Address:	218 COLUMBIA ST		ADAMS, MA 01220-

Parcel Number:	107-0153-00	Mailing Address:	[redacted]
CAMA Number:	107-0153-00		TOWN HALL 8 PARK ST
Property Address:	0 COLUMBIA ST		ADAMS, MA 01220-

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Applicant will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 6 Renfrew St in Adams, MA which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

The City of Adams, MA has an approved zoning ordinance regulating the time, place, and manner of Marijuana Establishments. This ordinance, Section 125-35 allows Recreational Marijuana Establishments in the ("IP") Industrial Park District if granted a Special Permit and subject to site plan approval. 6 Renfrew St is located in the IP District and is compliant with all physical siting requirements outlined in the Ordinance. Applicant has applied for a Special Permit from the Planning Board and is working on site plan approval.

Applicant and its attorneys and consultants have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions.

Ongoing Compliance

Applicant is committed to remaining in compliance with all local codes, ordinances, and bylaws. Our attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state, and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Mayor and other applicable municipal officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that Applicant remains in compliance.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): _____

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication:

    b. Name of publication:

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

    a. Date notice filed:

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

    a. Date notice(s) mailed:

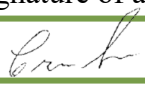
7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken 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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Attachment A



Volunteer instructor Jill Fleming, left, and student Jamie Nadler celebrate after Nadler swam across the pool. Nadler says the program helped her gain comfort in the water in a supportive environment.

Swimming

FROM PAGE 1

The group gathered at the Kilpatrick Athletic Center pool at Bard College at Simon's Rock, with instructors who are volunteers from the Simon's Rock PaceMakers team.

The PaceMakers team is a member of the U.S. Masters Swimming organization, which offered free swim lessons in 30 states in an effort to give adults skills that can save their lives and provide the health and social benefits of swimming. The YMCA in Pittsfield also offered the lessons.

Kilpatrick's Athletic Director Bill Meier designed the program.

While watching the swimmers learn freestyle and flip onto their backs in the pool during the last class, Meier said that the courage, joy and progress he's seen during these lessons is "magical."

He pointed to one new swimmer doing the backstroke.

The man had joined the program because he felt embarrassed that his children don't know that he can't swim.

Meier has seen many parents, like him, who are willing to "face their fears."

"The joy that these guys are getting and the fact that they're overcoming this trauma that they've been dealing with all their lives," Meier said. "We all have our fears, you know."

Samuel Donkor is swimming fast across the pool. But early on he was struggling to kick, Meier said. So Meier and Donkor's instructor, Dewey Wyatt, gave him some fins, and off he went.

"They do this stuff and all of the sudden they explode in, just, joy," Meier said.

Meier beams watching as Jamie Nadler, who couldn't swim across the pool until that day, swims to the deep end after being taught by her instructor, Jill Fleming.

Nadler says she is "blown away" by the program and how it helped her overcome her discomfort in the water — and a touch of shame.

"I've always been told that I was a bad swimmer," Nadler said. "And maybe now that doesn't have to be the case."

Meier, a longtime swim teacher and coach at Kilpatrick, has offered free learn to swim programs to the community over the years along with the paid lessons.



PHOTOS BY HEATHER BELLOW — THE BERKSHIRE EAGLE

Cathy Schwartz left, with her volunteer instructor Jonathan Baum, talk to "Adult Learn to Swim" program founder Bill Meier. Schwartz, 81, never learned to swim and the program has helped her with her water phobia.

These were so successful that Meier began training other Masters swim teams in New England to teach so they could also hold the free lessons.

"We've helped hundreds of thousands of people," he said, "and that started, like, right here."

Mayra Rodriguez, 66, wanted to be a better swimmer. She now has new techniques for breathing during the freestyle stroke.

"I wasn't really as efficient as I can possibly be as a swimmer," Rodriguez said. "So I felt that this would be a good way to not feel intimidated."

And it was so much more than that, she added.

"I've met new people, new friends, and I think it's amazing that the instructors are volunteering their time," Rodriguez added. "So it's a wonderful way to build community."

The classes were more like a "party" than lessons, she said. "It's been really wonderful."

Heather Bellow can be reached at hbellow@berkshireeagle.com or 413-329-6871.

Candidates

FROM PAGE 1

Socolof said he could see a campground developer stepping in after previous developer Shared Estates backed out, and installing a commission after that, adding that a lodge/conference center may not be a "great idea" at the moment.

JAY MECZYWOR



Meczywor

A physical therapist at Berkshire Sports & Physical Therapy, Meczywor says his ability to communicate and collaborate set him apart. He says growing up in Adams and his time working in the area has led to conversations with would-be constituents that give him a perspective on what residents want.

He is running on fiscal responsibility, saying the town is "strapped" at the moment, and he highlighted his experience as chair of the Finance Committee.

Mecyzwor said communication between the public and the town, as well as within the Select Board, needs to improve.

"Right now there's a lot of animosity on the board," he said. "We have to communicate and make sure everyone's on the same page."

He advocated for quarterly forums where residents could ask town leaders questions, and said the town needs to bolster its social media presence.

Mecyzwor prioritizes long-term planning and sustainable growth over short-term fixes. He mostly reserved judgment on the Greylock Glen development, but said he would like to see some sort of advisory group to eventually help oversee the project.

Sten Spinella can be reached at sspinella@berkshireeagle.com or 860-853-0085.

Berkshire County Classifieds



To advertise call 413-496-6365 or email classifieds@newenglandnewspapers.com

The Berkshire Eagle

Public Notices

COMMONWEALTH OF MASSACHUSETTS
The Trial Court
Probate and Family Court Department
Berkshire Division
Docket No. BE25E0006

TO: **Christine Haring, 233 Columbia Street, Adams, Massachusetts 01220 and all other parties interested;**

A Petition for Partition, dated March 26, 2025 and filed April 1, 2025, has been presented to said Court by Karl A. Lapine, representing that he hold as joint tenant an undivided part or share' in certain real estate situate in Adams, Berkshire County, Massachusetts, and described as follows:

(Locus of real estate: 233 Columbia Street, Adams, Massachusetts)

Beginning at an iron pipe driven into the ground in the apparent easterly line of Columbia Street distance forty-eight (48) feet from the southwest comer and sixty-eight and thirty-five hundredths (68.35) feet from the southeast comer of the house standing on land now or formerly of one Ruebesam, lying northerly of parcel herein described;

thence south 85° 45' 43" east, seventy-seven (77.0) feet to an iron pipe driven into the ground, distant seventy and seventy-two hundredths (70.72) feet from the southwest comer and fifty-one and eighty-nine hundredths (51.89) feet from the southeast comer of aforesaid house;

thence south 15° 46' 43" east, thirty-nine and forty-five hundredths (39.45) feet to a monument in line of land now or formerly of the Arnold Print Works;

thence south 36° 45' 4 7" west along land of aforesaid Arnold Print Works, one hundred thirty-–nine and twenty-six hundredths (139.26) feet to a monument; thence continuing along land of said Arnold Print Works south 11 ° 55' 47' west, eighty-seven and twelve hundredths, (87.12) feet to a monument;

thence north 75° 44' 13" west, thirty-nine and fifty-two hundredths (39.52) feet to a monument in the easterly line of Columbia Street, aforesaid;

thence northerly along the apparent east line of said Columbia Street, two hundred thirty-six and forty-one hundredths (236.41) feet to the iron pipe at the point of beginning.

The easterly line of aforesaid Columbia Street has not been determined and the grantors intend hereby to convey to the easterly line of aforesaid street wherever said line may be established.

Except land taken pursuant to Order of Taking by Commonwealth of Massachusetts dated July 10, 1996 and recorded in Book 919, Page 382 at the Northern Berkshire Registry of Deeds and pursuant to Amended Order of Taking by Commonwealth of Massachusetts dated January 22, 1997 and recorded in Book 929, Page 1100. See Plan recorded in aforesaid registry in Drawer 2, #248.

Together with and subject to the terms of a Special Permit issued by the Adams Zoning Board of Appeals, notice of which is dated January 20, 2010 and recorded with the Northern Berkshire Registry of Deeds in Book 1398, Page 674.

Being the same premises conveyed to Karl A. Lapine and Christine Haring by deed of Erik R. Pizani and recorded in the Northern Berkshire Registry of Deeds on December 15, 2011 at Book 1462, Page 196.

And setting forth that the petitioner desires that all of said land may be sold at private sale for not less than $175,000.00 and praying that partition may be made of all the land aforesaid according to law, and to that end that a commissioner be appointed to make such partition of all, or any part of said land which the Court finds cannot be advantageously divided at private sale or public auction; and be ordered to distribute the net proceeds thereof in such manner as to make the partition just and equal.

If you desire to object thereto, you or your attorney should file a written appearance in said Court at 44 Bank Row, Pittsfield, MA 01201, before ten o'clock in the forenoon on the **30th day of May, 2025**, the retun day of this citation.

WITNESS, Richard A. Simons, First Justice of said Court, this 15th day of April, 2025.

Anthony P. Patella, Register

AD# 93262, 93346
04/24/2025, 05/01/2025, 05/08/2025

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court

CITATION ON PETITION FOR ORDER OF COMPLETE SETTLEMENT

Docket No. BE19P0856EA

Estate of: Joseph F Lynch
Date of Death: 10/07/2019

Berkshire Probate and Family Court
44 Bank Row
Pittsfield, MA 01201
(413) 442-6941

A Petition for **Order of Complete Settlement** has been filed by **Holly Rogers** of **Dalton MA** requesting that the court enter a formal Decree of Complete Settlement including the allowance of a final account, a determination of testacy and heirs at law and other such relief as may be requested in the Petition.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this court before: 10:00 a.m. on the return day of 06/09/2025.
This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return day, action may be taken without further notice to you.

WITNESS,
Hon. Richard A Simons,
First Justice of this Court.
Date: April 25, 2025
Anthony P. Patella
Register of Probate

Holly Rogers, Esq.
Law Office of Holly Rogers
PO Box 47
Dalton, MA 01227

Ad# 93459
05/01/2025

Hello,

Notice is hereby given that TRIPLE C'Z, LLC. will conduct a Community Outreach Meeting on the following matter on **May 15,2025** at 6 Renfrew st Adams MA 01220 at 6:00 pm. TRIPLE C'Z intends to apply for THIRD PARTY TRANSPORTATION license at 6 Renfrew St. Adams, pursuant to M.G.L. Ch. 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations, including those issued by the Massachusetts Cannabis Control Commission. Information presented at the community outreach hearing will include, but not be limited to:
1. The type(s) of Marijuana Establishment(s) to be located at the proposed address
2. Information adequate to demonstrate that the location will be maintained securely
3. Steps to be taken by the adult-use Marijuana Establishment to prevent diversion to minors
4. A plan by the Marijuana Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of TRIPLE C'Z.

If you are unable to attend this event, but would like to be included on our mailing list that will provide updates about the facility, please reach out through our website @TRIPLECZTRANSPORTATION.COM A copy of this notice will be on file with the Town Clerk, at the office of the Board of Selectmen, and the Planning Board office, all located at Adams Town Hall, 8 Park St and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Ad# 93467
05/01/2025

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Martin J. Leahey to Legacy Banks, dated May 25, 2005 and recorded in Berkshire County (Middle District) Registry of Deeds in Book 3232, Page 266 (the "Mortgage") of which mortgage Berkshire Bank successor by merger to Legacy Banks is the present holder, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 259 Williams Street, Pittsfield, MA 01201 will be sold at a Public Auction at 11:00 AM on May 15, 2025, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

Being lot numbered Fourteen (14) as shown on a Building Lot Plan of Sampson Park, laid out by Rene Robert, dated October 15, 1945, A.J. Kohlhofer, Engineer, which plan was approved by the Planning Board of the City of Pittsfield, and is on file in the Berkshire Middle District Registry of Deeds in Drawer No. 177.

Said lot is conveyed subject to certain restrictions set forth in a deed from Ermino S. Barbalunga to James F. Claffie and Josephine M. Claffie dated June 28, 1950 and recorded in the Berkshire Middle District Registry of Deeds in Book 556, Page 531, insofar as the same may still be in force and effect.

Being the same premises conveyed to the mortgagor herein by deed of Josephine M. Claffie dated April 5, 2002 and recorded in the Berkshire Middle District Registry of Deeds in Book 2183, Page 146

For mortgagor's title see deed recorded with the Berkshire County (Middle District) Registry of Deeds in Book 2183, Page 146.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cashier's or certified check in the sum of $5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Berkshire Bank successor by merger to Legacy Banks
Korde & Associates, P.C.
900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Leahey, Martin J., 24-047248
Ad# 93139, 93230
04/24/2025,05/01/2025
05/08/2025

LEGAL NOTICE
MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Chantale M. Roy and Kevin M. Roy Jr. to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Academy Mortgage Corporation, its successors and assigns, dated December 9, 2016 and recorded in Berkshire County (Middle District) Registry of Deeds in Book 5874, Page 310 (the "Mortgage") of which mortgage Lakeview Loan Servicing, LLC is the present holder by Assignment from Mortgage Electronic Registration Systems, Inc., solely as mortgagee, as nominee for Academy Mortgage Corporation, its successors and assigns to Freedom Mortgage Corporation dated January 30, 2020 and recorded at said Registry of Deeds in Book 6569, Page 347, and Assignment from Freedom Mortgage Corporation to Nationstar Mortgage LLC d/b/a Mr. Cooper dated January 17, 2022 and recorded at said Registry of Deeds in Book 7107, Page 59, and Assignment from Nationstar Mortgage LLC d/b/a Mr. Cooper to Lakeview Loan Servicing, LLC dated March 31, 2022 and recorded at said Registry of Deeds in Book 7161, Page 318, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 1100 South Street, Dalton, MA 01226 will be sold at a Public Auction at 3:00 PM on May 20, 2025, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

Beginning at a concrete monument making an angle in the southerly line of South Street which angle is the third from Dalton Division Road;

Running thence easterly in the southerly line of South Street 53.52 feet to a point;

Thence southerly at right angles 140 feet to a point;
Thence westerly at right angles 80 feet to a point;
Thence northerly at right angles 143.60 feet to a point in the southerly line of South Street;
Thence easterly in said line 26.72 feet to the place of beginning.

The following restrictions are hereby imposed on the above-described parcel:

1. Only one single family residence to be erected thereon.
2. No portion of said house, exclusive of unenclosed porches, shall be closer than 40 feet from the southerly line of South Street or closer than 10 feet from either side line.
3. No business or industry shall be conducted on said parcel being hereby conveyed.

Attachment C

Hello,

Notice is hereby given that TRIPLE C'Z, LLC. will conduct a Community Outreach Meeting on the following matter on **May 15,2025** at 6 Renfrew st Adams MA 01220 at 6:00 pm. TRIPLE C'Z intends to apply for THIRD PARTY TRANSPORTATION license at 6 Renfrew St. Adams, pursuant to M.G.L. Ch. 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations, including those issued by the Massachusetts Cannabis Control Commission. Information presented at the community outreach hearing will include, but not be limited to:

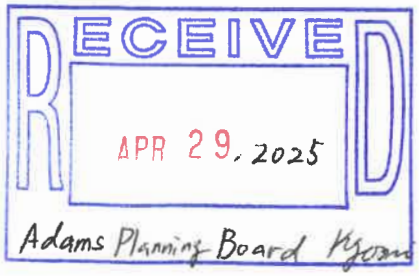
1. The type(s) of Marijuana Establishment(s) to be located at the proposed address
2. Information adequate to demonstrate that the location will be maintained securely
3. Steps to be taken by the adult-use Marijuana Establishment to prevent diversion to minors
4. A plan by the Marijuana Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of TRIPLE C'Z.

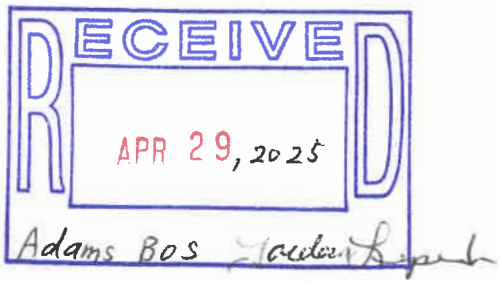
If you are unable to attend this event, but would like to be included on our mailing list that will provide updates about the facility, please reach out through our website @TRIPLECZTRANSPORTATION.COM A copy of this notice will be on file with the Town Clerk, at the office of the Board of Selectmen, and the Planning Board office, all located at Adams Town Hall, 8 Park St and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Regards,

Christian Feliz

Attachment B





Hello,

Notice is hereby given that TRIPLE C'Z, LLC. will conduct a Community Outreach Meeting on the following matter on **May 15,2025** at 6 Renfrew st Adams MA 01220 at 6:00 pm. TRIPLE C'Z intends to apply for THIRD PARTY TRANSPORTATION license at 6 Renfrew St. Adams, pursuant to M.G.L. Ch. 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations, including those issued by the Massachusetts Cannabis Control Commission. Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Marijuana Establishment(s) to be located at the proposed address
2. Information adequate to demonstrate that the location will be maintained securely
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4. A plan by the Marijuana Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of TRIPLE C'Z.

If you are unable to attend this event, but would like to be included on our mailing list that will provide updates about the facility, please reach out through our website @TRIPLECZTRANSPORTATION.COM A copy of this notice will be on file with the Town Clerk, at the office of the Board of Selectmen, and the Planning Board office, all located at Adams Town Hall, 8 Park St and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Regards,

Christian Feliz

Triple C'z LLC
Positive Impact Program

Introduction

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 requires Licensed Marijuana Establishments to, "*...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."*

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above groups or other residents of Brockton, an Area of Disproportionate Impact

Acknowledgments

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

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

The progress or success of this plan will be documented upon renewal (one year from provisional licensure and each year after.)

Community Presence in an ADI: As transporter operations are solely delivering between a business and another business, with all other activity taking place remotely, Pittsfield is the closest ADI to Adams. Any work for ADIs as of this writing will focus on Pittsfield.

Programs:

1. **Hiring staff from ADIs:**
    a. We will utilize online platforms such as LinkedIn, Indeed.com, City Hall, and local newspapers to post job opportunities targeting Pittsfield residents. Additionally, we will collaborate with local workforce-development programs, career centers, and community organizations to expand outreach efforts. **Job opportunities will be posted on a rolling basis year-round whenever openings arise, with at least one formal posting campaign conducted annually. Each posting will remain live for a minimum of 14 days.** Outreach effectiveness will be reviewed quarterly to ensure continuous improvement and alignment with hiring goals.

2. **For Engagement with SE-Owned Businesses:**
    a. Collaborate with industry-specific professionals, ancillary and licensed, with owners designated as SE, and identify potential SE-owned business partners through our contacts and networking.
    b. As for finding ancillary businesses, our network within the industry knows of consultants, professionals, and contractors whose owners are certified as Social Equity or Economic Empowerment and operating their businesses while they pursue or sustain participation in the industry. Our engagement with these companies will be through word of mouth among the SE/EE cohort networking events established by the CCC equity department, email groups like socialequity2@googlegroups.com, attending conferences and industry events, and other means. **We will conduct outreach and vendor sourcing on a continuous, year-round basis, with at least one formal solicitation or review cycle each year. Agreements with SE vendors will generally run for 12 months before renewal or rebid.**

Goals:

These above programs will facilitate direct assistance in the achievement of some or all of the following goals for at least one social equity business and hiring Pittsfield PTGs:

1. **Hiring from ADIs:**
    a. Hire at least 50% of new employees annually from Pittsfield.
2. **Engage with at least one SE-owned ancillary business.**
    a. Form partnerships with at least one Social Equity (SE)-owned ancillary business annually and one SE-owned operating licensee.

Measurements and Metrics:

How will the establishment measure success and demonstrate its commitment to positively impacting Areas of Disproportionate Impact (ADI)?

The Company is committed to advancing equity within the cannabis industry by implementing measurable and accountable hiring practices that prioritize individuals from Pittsfield, an Area of Disproportionate Impact (ADI). To track success and demonstrate meaningful impact, the following measurements and benchmarks will be implemented:

1. **Hiring from Pittsfield (ADI):**
    a. The Company will aim to ensure that **at least 50% of all new hires annually are residents of Pittsfield**.

    b. This will be tracked by verifying residential information during onboarding and maintaining anonymized demographic records.

    c. A quarterly report will be generated to compare new hires versus total hires, allowing us to assess progress and make timely recruitment strategy adjustments if needed.

    d. Annual hiring data will be reviewed and submitted to the Commission as part of our license renewal documentation.

2. **Community Outreach and Job Pipeline Development:**
    a. The Company will collaborate with Pittsfield-based workforce programs, career centers, and community organizations to advertise job opportunities.

    b. Job postings will be shared at least quarterly on employment platforms and within local networks to maintain a strong applicant pipeline.

    c. Participation in local job fairs and CCC-hosted equity networking events will be documented as part of this outreach initiative.

3. **Transparency and Accountability:**
    a. Documentation of hiring goals, outreach efforts, and outcomes will be maintained and made available for audit or review.

    b. The Company will conduct a yearly internal audit of hiring practices to ensure compliance with its stated goal of at least 50% of new hires from Pittsfield.

By tying impact metrics directly to hiring performance, outreach engagement, and documented transparency, the Company will demonstrate a good-faith effort and measurable contribution toward the goals of equity and inclusion outlined in M.G.L. c. 94G § 4 and 935 CMR 500.101(1)(a)(11).

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

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

Certificate of Organization

(General Laws, Chapter 156C, Section 12) Filing Fee: $500.00

Identification Number: 001837831 (number will be assigned)

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

TRIPPLE C'Z LLC

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

Number and street: 6 RENFREW ST

Address 2:

City or town: ADAMS State: MA Zip code: 01220

Country: UNITED STATES

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

TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

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

5. The name and address of the Resident Agent:

Agent name: CHRISTIAN FELIZ

Number and street: 6 RENFREW

Address 2:

City or town: ADAMS State: MA Zip code: 01220

I CHRISTIAN FELIZ,

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

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

Title	Name	Address
MANAGER	CHRSITIAN FELIZ	6 RENFREW ADAMS, MA 01220 USA
MANAGER	CARL NICKERSON	6 RENFREW ADAMS, MA 01220 USA

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

Title	Name	Address
SOC SIGNATORY	CHRSITIAN FELIZ	6 RENFREW ADAMS, MA 01220 USA
SOC SIGNATORY	CARL NICKERSON	6 RENFREW ADAMS, MA 01220 USA

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

Title	Name	Address
REAL PROPERTY	CHRSITIAN FELIZ	6 RENFREW ADAMS, MA 01220 USA
REAL PROPERTY	CARL NICKERSON	6 RENFREW ADAMS, MA 01220 USA

9. Additional matters:

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

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of September, 2024,

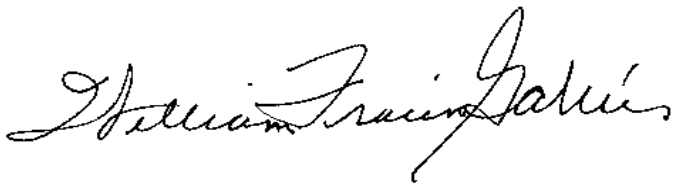
CHRSITIAN FELIZ

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

September 10, 2024 09:42 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT
FOR
Triple C'z, LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

This Operating Agreement is made as of October_!_, 2024, by and among the parties listed on the signature pages hereof, with reference to the following facts:

A. OnSeptember I 0, 2024, a Certificate of Organization for **Triple C'z LLC** (the 'Company"), a limited liability company under the laws of the Commonwealth of Massachusetts, was filed with the Secretary of State for the Commonwealth.

B. The Manager of Triple C'z, LLC now desires to adopt and approve this Operating Agreement for the Company.

NOW, THEREFORE, the party creating this Agreement (hereinafter sometimes collectively referred to as the "Member") by this Agreement set forth the operating agreement for the Company under the Jaws of the Commonwealth of Massachusetts upon the terms and subject to the conditions of this Agreement.

ARTICLE I

DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth below (all terms used in this Agreement that are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement):

1.1 "Act" shall mean the Massachusetts Limited Liability Company Act, codified in the Massachusetts General Laws, as the same may be amended from time to time.

1.2 "Agreement" shall mean this Operating Agreement, as originally executed and as amended from time to time

1.3 "Articles" shall mean the Articles of Organization for the Company originally filed with the Massachusetts Secretary of State and as amended from time to time.

1.4 "Capital Contribution" shall mean the total value of cash and fair market value of property (including promissory notes or other obligation to contribute cash or property) contributed and/or services rendered or to be rendered to the Company by Members.

1.5 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, the provisions of succeeding law, and to the extent applicable, the Regulations.

2.4 Office and Agent. The Company shall continuously maintain an office and registered agent in the Commonwealth of Massachusetts as required. The principal office of the Company shall be as the Managers may determine. The Company also may have such offices, anywhere within and without the Commonwealth of Massachusetts, as the Managers from time to time may determine, or the business of the Company may require. The registered agent shall be as stated in the A1ticles or as otherwise determined by the Managers. The initial principal office of the company shall be at **6 Renfrew St. Adams, MA 01220,**

2.5 Purpose of Company. The purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Act. Notwithstanding the foregoing, without the consent of the Members, the Company shall not engage in any business other than the following: Property management.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions. All initial capital contributions will be provided as agreed by the members.

3.2 Additional Capital Contributions. Such contributions may be made by agreement of the members.

ARTICLE IV

MEMBERS

4.1 Limited Liability. Except as required under the Act or as expressly set forth in this Agreement, no Member shall be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation mises in contract, tmt, or othe1wise, to any third party.

4.2 Admission of Additional Members. The Managers, with the approval of the Members, may admit to the Company additional Members. Any additional Members shall obtain Membership Interests and will participate in the management, Net Profits, Net Losses, and distributions of the Company on such terms as are determined by the Managers and approved by the Members. Notwithstanding the foregoing, substitute members may only be admitted in accordance with Article VII.

4.3 Withdrawals or Resignations. Any Member who is under an obligation to render services to the Company may withdraw or resign as a Member at any time upon 90 days prior written notice to the Company, without prejudice to the rights, if any, of the Company or the other Members under any contract to which the withdrawing Member is a party.

4.4 Transactions With The Company. Subject to any limitations set forth in this Agreement and with the prior approval of the Managers after full disclosure of the Member's involvement, a Member may lend money to and transact other business with the Company. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member.

4.5 Members Are *Not* Agents. Pursuant to this agreement, the management of the Company is vested in the Managers. No Member, acting solely in the capacity of a Member, is an agent of the Company nor can any Member in such capacity bind nor execute any instrument on behalf of the Company.

4.5 Voting Rights. The current members shall have equal voting rights and shall decide matters by majority agreement.

4.6 Meetings of Members.

A. Date. Time and Place of Meetings of Members, Secretary. Meetings of Members may be held at such date, time and place within or without the Commonwealth of Massachusetts as the Managers may fix from time to time. No annual or regular meeting of Members is required. At any Members' meeting, the Managers shall appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute books of the Company.

B. Power to Call Meetings. Unless otherwise prescribed by the Act 01· by the A11icles, meetings of the Members may be called by any Manager.

C. Notice of Meeting. Written notice of a meeting of Members shall be sent or otherwise given to each Member not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and the general nature of the business to be transacted. No other business may be transacted at this meeting.

D. Manner of Giving Notice: Affidavit of Notice. Notice of any meeting of Members shall be given either personally or by first-class mail or telegraphic 01· other written communication, charges prepaid, addressed to the Member at the address of that Member appearing on the books of the Company or given by the Member to the Company for the purpose of notice.

E. Validity of Action. Any action approved at a meeting, other than by unanimous approval of those entitled to vote, shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice.

F. Quorum. The presence in person or by proxy of the holders of a Majority Interest shall constitute a quorum at a meeting of Members.

ARTICLEV

MANAGEMENT AND CONTROL OF THE COMPANY

5.1 Management of the Company by Managers.

A. Exclusive Management by Managers. The business, propelty and affairs of the Company shall be managed exclusively by the Managers. Except for situations in which the approval of the Members is expressly required by the A1ticles or this Agreement, the Managers shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, propel1y and affairs.

5.2 Election of Managers.

A. Number, Term and Qualifications. The Company shall initially have two (2) Managers. The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of Members holding a Majority Interest, provided that in no instance shall there be less than one Manager. Unless he or she resigns or is removed, each Manager shall hold office until a successor shall have been elected and qualified. Managers shall be elected by the affirmative vote or written consent of Members holding a Majority Interest.

B. Resignation. Any Manager may resign at any time by giving written notice to the Members and remaining Managers without prejudice to the rights, if any, of the Company under any contract to which the Manager is a party. The resignation of any Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

C. Removal. All or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding a Majority Interest at a meeting called expressly for that purpose, or by the written consent of the Members holding a Majority Interest.

D. Vacancies. Any vacancy occurring for any reason in the number of Managers may be filled by the affirmative vote or written consent of Members holding a Majority Interest.

5.3 Powers of Managers.

A. Powers of Managers. Without limiting the generality of this Section 5.1, and to the express limitations set forth elsewhere in this Agreement, the Managers shall have all necessary powers to manage and carry oul the purposes, business, propelty, and affairs of the Company,

including, without limitation, the power to exercise on behalf and in the name of the Company all of the powers described in Corporations Code.

5.4 Performance of Duties: Liability of Managers. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by the Manager. The Managers shall perform their managerial duties in good faith, in a manner they reasonably believe to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prndent person in a like position would use under similar circumstances. A Manager who so perfo1111s the duties of Manager shall not have any liability by reason of being or having been a Manager of the Company.

5.5 Acts of Managers as Conclusive Evidence of Authority. Any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between the Company and any other person, when signed by at least two Managers (or by one Manager if the Articles state that the Company is managed by only one Manager), is not invalidated as to the Company by any lack of authority of the signing Managers or Manager in the absence of actual knowledge on the part of the other person that the signing Managers or Manager had no authority to execute the same.

ARTICLE VI

ALLOC'ATIONS OF NET PROFITS AND NET LOSSES AND DISTRIBU11ONS

6.1 Allocations of Net Profit and Net Loss.

A. Net Loss. Net Loss shall be allocated to the Members in proportion to their Percentage Interests. The percentage interest will be divided based on the separate properties and the interest in said properties.

B. Net Profit. Net Profit shall be allocated to the Members in prop011ion to their percentage Interests. Carl Olaf Nickerson has 9% interest. Christian Feliz has 91%

ARTICLE VII

TRANSFER AND ASSIGNMENT OF INTERESTS

7.1 Transfer and Assignment oflntcrests. No Member shall be entitled to transfer, assign, convey, sell, encumber or in any way alienate all or any part of his or her Membership Interest except with the prior written consent of all of the other Members, which consent may be given or

withheld, conditioned or delayed (as allowed by this Agreement or the Act), as the other Members may determine in their sole discretion.

7.2 Rights of Legal Representatives. If a Member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property, including any power the Member has under the Articles or this Agreement to give an assignee the right to become a Member. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Member may be exercised by his or her legal representative or successor.

ARTICLE VIII

ACCOUN11NG, RECORDS, REPORTING BY MEMBERS

8.1 Books and Records. The books and records of the Company shall be kept. and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain at its principal office in **6 Renfrew St. Adams, MA 01220** all of the following:

A. A current list of the full name and last known business or residence address of each Member and Economic Interest Owner set fo1th in alphabetical order, together with the Capital Contributions, Capital Account and Percentage Interest of each Member and Economic Interest Owner;

B. A current list of the full name and business or residence address of each Manager;

C. A copy of the Articles and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto have been executed;

D. Copies of the Company's federal, state, and local income tax or information returns and repm1s, if any, for the six most recent taxable years;

E. A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

F. Copies of the financial statements of the Company, if any, for the six most recent Fiscal Years; and

G. The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years.

8.2 Delivery to Members and Inspection

A. Upon the request of any Member or Economic Interest Owner for purposes reasonably related to the interest of that Person as a Member or Economic Interest Owner, the Managers shall promptly deliver to the requesting Member or Economic Interest Owner, at the expense of the Company, a copy of the information required to be maintajned by Sections 9.1 A, Band D, and a copy of this Agreement.

B. Each Member, Manager and Economic Interest Owner has the right, upon reasonable request for purposes reasonably related to the interest of the Person as Member, Manager or Economic Interest Owner, to:

(i) inspect and copy during normal business hours any of the Company records described herein; and

(ii) obtain from the Managers, promptly after their becoming available, a copy of the Company's federal, state, and local income tax or information returns for each Fiscal Year.

8.3 Financial and Other Information. The Managers shall provide such financial and other information relating to the Company or any other Person in which the Company owns, directly or indirectly, an equity interest, as a Member may reasonably request. The Managers shall distribute to the Members, promptly after the preparation or receipt thereof by the Managers, any financial or other information relating to any Person in which the Company owns, directly or indirectly, an equity interest, including any tilings by such Person under the Securities Exchange Act of 1934, as amended, that is received by the Company with respect to any equity interest of the Company in such Person.

8.4 Filings. The Managers, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Managers, at Company expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, amendments to, or restatements of, the Articles and all reports required to be filed by the Company with those entities under the Act or other then cur'ent applicable laws, rules, and regulations. If a Manager required by the Act to execute or file any document fails, after demand, to do so within a reasonable period of time or refuses to do so, any other Manager or Member may prepare, execute and file that document with the Massachusetts Secretary of State.

8.5 Bank Accounts. The Managers shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

8.6 Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set fo1th herein, shall be made by the Managers. The Managers may rely upon the advice of their accountants as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

ARTICLE IX

DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occ\11' of the following:

A. Upon the happening of any event of dissolution specified in the Articles;

B. Upon the entry of a decree of judicial dissolution pursuant to the Corporations Code;

C. Upon the vote of Members holding a Majority in Interest or of non-defaulting Members holding a majority of the Percentage Interests held by all non-defaulting Members pursuant to Section 3.5C;

D. The occurrence of a Dissolution Event and the fai!Ul'e of the Remaining Members to consent in accordance with Section 8.1 to continue the business of the Company within ninety (90) days after the occurrence of such event or the failure of the Company or the Remaining Members to purchase the Former Member's Interest as provided in Section 8.2; or

E. The sale of all or substantially all of the assets of Company.

9,2 Certificate of Dissolution. As soon as possible following the occm,-ence of any of the events specified in Section I0.1, the Managers who have not wrongfully dissolved the Company or, if none, the Members, shall execute a Ce1tificate of Dissolution in such form as shall be prescribed by the Secretary of State and file the Certificate as required.

9,3 Winding Up. Upon the occurrence of any event specified in Section 10.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Managers who have not wrongfully dissolved the Company or, if none, the Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and assets, shall either cause its assets to be sold or distributed, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 10.5. The Persons winding up the affairs of the Company shall give written notice of the commencement of

winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Managers or Members winding up the affairs of the Company shall be entitled to reasonable compensation for such services.

9.4 Order of Payment of Liabilities Upon Dissolution.

A. After determining that all known debts and liabilities of the Company in the process of winding-up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in accordance with their positive Capital Account balances, after taking into account income and loss allocations for the Company's taxable year during which liquidation occurs. Such liquidating distributions shall be made by the end of the Company's taxable year in which the Company is liquidated, or, if later, within ninety (90) days after the date of such liquidation.

B. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, has been adequately provided for if the payment has been provided for by either of the following means:

(i) Payment thereof has been assumed or guaranteed in good faith by one or morn financially responsible persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members or Managers to be adequate at the time of any distribution of the assets pursuant to this Section.

(ii) The amount of the debt or liability has been deposited as provided in the Corporations Code.

This Section 9.4B shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

ARTICLEX

INDEMNIFICATION AND INSURANCE

10.1 Indemnification of Agents. The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a Member, Manager, officer, employee or other agent of the Company or that, being or having been such a Member, Manager, officer, employee or agent, he or she is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, pat1nership, joint venture, trust or other enterprise (all such persons being refeJTed to hereinafter as an "agent"), to the fi.tllest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Managers shall

be authorized, on behalf of the Company, to enter into indemnity agreements from time to time with any Person entitled to be indemnified by the Company hereunder, upon such terms and conditions as the Managers deem apprnpriate in their business judgment.

Additionally in the event of the incursion of any out of pocket losses as a result of malpractice by either member-doctor, then that member-doctor agrees to indemnif)' and hold harmless the other member-doctor from any loss as a result of those actions.

10.2 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Company would have the power *to* indemnify such Person against such liability under the provisions of Section 11. I or under applicable law.

ARTICLE XI

MISCELLANEOUS

II.I Complete Agreement. This Agreement and the A1ticles constitute the complete and exclusive statement of agreement among the Members and Managers with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the Members and Managers or any of them.

11.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

11.3 Pa1lies in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and Managers and their respective successors and assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

11.4 Jurisdiction. Each Member hereby consents to the exclusive jurisdiction of the state and federal comts sitting in Massachusetts in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement, provided such claim is not required to be arbitrated pursuant to this Section.

I1.5 Disputed Matters, Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Member or Manager hereunder shall be submitted to arbitration in Boston, Massachusetts before the American Arbitration Association under the commercial arbitration rules then in effect. Any award or decision obtained from any such arbitration

proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any comt having jurisdiction thereof.

11.6 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11.7 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, can-y out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

11.8 Notices. Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing (which may include facsimile) and will be deemed to have been given and received when delivered to the address specified by the patty to receive the notice.

11.9 Amendments. All amendments to this Agreement will be in writing and signed by all of the Members.

I1.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, all of the Members of LA FAMILIA GROUP LLC, a Massachusetts series limited liability company, have executed this Agreement, This_!__ date of October, 2024.

MEMBER: CHRISTIAN FELIZ

MEMBER:r Carl Nickerson

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

mass.gov/dor

Letter ID: L1803891296
Notice Date: November 19, 2025
Case ID: 0-003-139-884

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000019

TRIPLE C'Z LLC
6 RENFREW ST
ADAMS MA 01220-1227

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 14, 2025

TO WHOM IT MAY CONCERN:

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

TRIPLE C'Z LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 10, 2024.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **CHRISTIAN FELIZ, CARL NICKERSON**

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

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHRISTIAN FELIZ, CARL NICKERSON**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed by: KM

QC by: QL

Third Party Transporter: Business Plan
Triple C'z LLC

Executive Summary

Triple C'z LLC is a corporation formed in the Commonwealth of Massachusetts to develop a Third party marijuana transporter to delivery wholesale product between businesses

The Company's objective is a two phase approach. First is to obtain a Provisional license for Transporter from the Cannabis Control Commission. Upon the granting of a Provisional license, phase two will be to begin pickup of wholesale product for MEs. As systems are in place, other entities will be marketed to for their pickups and deliveries. To save costs, the 'location' will be minimal and will not contain a vault as no product is intended to be purchased or stored by the entity. This is merely to facilitate wholesale product delivery between businesses.

Core Values: Service and Community:

Integrity Our company will maintain the highest level of compliance with regulations and requirements for provisional licensure.
Entrepreneurship We seek to leverage the value of a license to secure private or public funding and to increase Black net wealth in the state.

Cannabis Marketplace

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts legalized medical cannabis. In November 2016, Massachusetts voters approved a ballot initiative legalizing the recreational use of cannabis for adults 21 years of age and older.



Sources: MJBizdaily Factbook, Arcview Market Research, BDS Analytics

The larger legal cannabis market in North America generated nearly $30 billion in 2020 and is estimated to grow to $50 billion by the end of 2023. In March of 2023, the burgeoning cannabis industry in Massachusetts alone surpassed the $4

billion mark in sales since legalization. The sales revenue was derived from the sale of nearly 100,000 different products. On that $4 billion the Commonwealth reaped more than $800,000,000 in tax revenue from a 6.25% sales tax, a 10.75% excise tax, a 3% municipal tax, and a controversial local impact fee option for cities and towns, up to 3% of gross sales.

One of the secondary markets in the hyper regulated market is the supply and demand of licensed entities sought by cash flush and time poor investors. We feel this business opportunity of securing this location and licensing it will provide a high return on investment if a company wanted to purchase an operating Transporter license.

Customer Safety and Site Security

Triple C'z LLC will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the vehicles are a safe and secure environment for employees and the local community.

At a minimum, the security plan will detail a system that consists of vehicle cameras, hard-wired GPS, and alarmed vehicles.

Operations and Management

The day-to-day operations will be managed by Christian Feliz and other employees once hired.

Marketing

For the purposes of our two-phase strategy, marketing of a Third Party Transporter business to licensees will commence when the provisional process for licensing is complete. Consultants, law firms, other operators, and venture capitalists will be marketed to, to demonstrate the potential earnings of this license if owner chooses to sell. We believe our investment in Phase 1 will lead to Triple C'z LLC delivering for other businesses.

Financials

Triple C'z LLC is the recipient of a Social Equity grant which will fund the licensing of the entity. Startup costs are low and Triple C'z LLC will apply for forthcoming grants as well.

Based on the funds available to the Company and the projected capital and operating expenses necessary to secure a Provisional license, Triple C'z LLC is strongly positioned to successfully execute its business and operation plans for phase one. Phase 2 will be addressed post-licensure. Although the peak license and entity sales market has passed, we anticipate a license and entity sale or partnership for this location to be a good ROI.

Projections for Phase two to operations:

We calculate revenue of an operational Transporter at this location based on a $150 average transport per customer, roughly 2 customers per day, open 365 days a year.

Projected Revenue	Yr 1	Yr 2	Yr 3
Sales	$109,500	$157,500	$169,000
Expenses	$54,000	$78,750	$81,200
Tax	$35,000	$47,250	$51,300
Impact fee, town	$0	$0	$0
Net	$30,000	$31,500	$36,500

Insurance Plan for Triple C'z LLC

Plan for insurance is to provide general liability and insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, product liability insurance coverage of no less than $1 million per occurrence and $2 million in aggregate annually and vehicle liability insurance coverage for no less than $1,000,000 per occurrence single limit and $2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission.

The deductible for each policy shall be no higher than $5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.

Delivery vehicles shall carry liability insurance in an amount not less than $1,000,000 combined single limit.

935 CMR 500.145(4); 935 CMR 500.101(2); 935 CMR 500.105(10)

IMPORTANT NOTE

The transportation of cannabis products is our reason for existence. We have been licensed by the state and local authorities to transport inspected, quality cannabis products for adult use.

As a licensed marijuana establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits the transportation of marijuana and marijuana products between licensed marijuana establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

NO person may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1. **Restricting Access to age 21 and older**
    1.1. All employees and registered agents must be 21 years of age or older.
    1.2. All visitors must be 21 years of age or older.
    1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID. 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
    1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
    1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
    1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
    1.8. All access to cannabis product will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Recordkeeping procedures

i. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
ii. The following business records shall be properly maintained:
    1. Assets and liabilities;
    2. Monetary transactions
    3. Books of accounts;
    4. Sales records; and
    5. Salary and wages paid to each employee.

iii. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

iv. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The duty manager has copies of the company operating procedures.
    a. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
    b. All employees are responsible for ensuring that these operating procedures are followed.
    c. Any deviation from standard operating procedures must be authorized by the duty manager or your immediate supervisor.
    d. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
    e. Any material changes will be communicated to the Commission
    f. Inventory records as required by 935 CMR 500.105(8);

v. Inventory records include:
    a. Shipping manifests
    b. Delivery Manifests
    c. Delivery and unpacking video recordings
    d. Daily sales stock withdrawal and return reports
    e. Weekly inventory reports
    f. Product return reports
2. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.
3. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all

variances from the manifest must be reported in accordance with standard operating procedures.

4. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
    a. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
    b. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
5. Weekly inventory reports - Each week, the duty manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
6. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
7. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
8. Our establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
9. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
10. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

vi. **Personnel records:**

1. All personnel files are to be stored in the records cabinet
2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.

3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    c. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    d. documentation of periodic performance evaluations;
    e. a record of any disciplinary action taken.
    f. notice of completed responsible vendor and eight-hour related duty training.
    g. records of any health and safety related incidents
5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ring binder in the records cabinet.

vii. Personnel policies and procedures

1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
2. Certain specialized procedures are contained in the security plan.
3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
4. All personnel files are to be stored in the records cabinet
5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
7. All waste records should be maintained for at least three years.

8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
11. At least two licensed marijuana agents must witness and document this process.
12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

viii. Security Device Log

1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
2. Employees acknowledge the receipt or return of such devices by signing this log.
3. Recording the issue and return of all security devices is the responsibility of the duty manager or senior management as required in the security plan.
4. The issue of security devices may only be authorized by the duty manager or senior management as required in the security plan.
5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

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

Personnel Policies: Marijuana Transporter

Code of ethics and Business Conduct;

As a matter of Company policy, we hereby provide this Code of Ethics and Business Conduct. It effectively serves as a guide to acceptable business conduct for all employees. Because they represent the Company and our brand, we expect everyone who works for us to demonstrate exemplary standards of ethics and integrity. Therefore, our employees must therefore abide by the following principles.

Foster Trust and Belief

We cannot succeed as a business without the trust and confidence instilled in our employees, customers and shareholders. We earn it by keeping our promises, acting with honesty and integrity and reaching company goals solely through proper conduct.

Accordingly, the key question to ask in any decision-making process is: will this establish or enhance trust and belief in our business? Will it create an atmosphere conducive to ongoing positivity and success? Will I be able to deliver what I've promised without sacrificing quality or compromising my personal and professional integrity? Remember, the only way to build upon existing trust and belief in our business is with affirmative answers to all of these questions.

Foster Respect in the Workplace

As a business predicated on fairness and positivity, we believe an effective workplace can only exist when employees are fully committed to treating one another with respect.

Furthermore, as an equal employment/affirmative action employer, we are compelled to provide a workplace devoid of discrimination and/or abusive, offensive or harassing conduct. Any employee who experiences harassment or discrimination should report the matter to his or her direct supervisor or to someone in Human Resources.

Foster Constructive Dialogue and a Forum Where Employees Can Freely Voice Concerns

We equate effective communication with respect. We also believe that any employee should feel free to voice any concern about work-related matters without fear of reprisal. This means that it is up to any employee in a supervisory position to establish and maintain an atmosphere conducive to open and honest communication.

The company is responsible for the comprehensive investigation of any reported matter pertaining to questionable or unethical behavior. Appropriate action will be taken inn any and all cases where there is a valid finding of wrongful conduct. All employees should also be aware that intimidation, attempted intimidation and/or retaliation (attempted or otherwise) against a

co-worker who has reported alleged wrongdoing is unacceptable and will be dealt with accordingly.

Lead by Example

Hypocrisy at any level is unacceptable. This means we hold our leaders (our officers/executives, directors and upper and middle management) to the same standards as any other employees. We therefore expect their conduct to reflect their belief in and willingness to abide by this Code. Any failure to do so on their part will be dealt with accordingly.

Code of Ethics

This Code is only effective as long as: designated supervisory personnel use applicable policies and procedures to facilitate the resolution of any ethical questions or concerns brought to their attention. Therefore, reports raising any such questions or concerns should not be viewed as anything other than a valid form of workplace communication and welcomed as such.\

Compliance with all Applicable Policies and Laws

Compliance with all applicable local, state, federal and foreign laws is a fundamental aspect of our commitment to integrity. An individual understanding of relevant company policies, laws, rules and regulations is also required. Accordingly, any employee with doubts about whether potential action complies with applicable law or Company policy should not take any action without obtaining the advice of a relevant expert. Each and every employee is responsible for preventing and reporting violations or potential violations.

Competition

Principled competition is the lifeblood of a free market economy. Therefore, we welcome and pledge to engage in such competition. This means our products and services will only be sold based on factors deemed fair and reasonable given applicable market conditions. This also means we will not engage in any collusion, conspiracy or any other inappropriate/illicit practices with regards to pricing. Finally, we will not offer to make or request unlawful payments or similar recompense in return for the purchase of our goods or the sales of its products or services.

Proprietary Information

We will abide by all applicable laws, rules and regulations pertaining to the acquisition and use of Intellectual Property. Specifically, we will not obtain or try to obtain a competitor’s trade secrets or other proprietary or confidential information; nor will we condone or participate in improper use, copying, distribution or alteration of software or other intellectual property.

Safeguarding Inside Information

The deliberate or inadvertent disclosure in any forum of any inside information regarding the company, its business practices, strategies, financial status, operational results or similar information is strictly prohibited. Employees tasked with crafting presentations or proposals should be especially mindful of these restrictions.\

Avoid Conflicts of Interest

Any and all relationships or activities that actually compromise or could potentially compromise any employee's fairness or objectivity should be avoided. In this context, professional integrity is paramount. This means that use of company property or information for personal gain is strictly prohibited.

It is sometimes difficult to determine whether certain activity constitutes a conflict of interest. Any employee with doubts about whether certain conduct actually is or could be construed, as conflict of interest should consult a supervisor before taking any action.

Accepting Professional Courtesies

It is not unusual for professional courtesies to be extended to company employees from time to time. However, such courtesies should not be expected and requesting them is strictly forbidden. Although there is no prohibition against the occasional acceptance of unsolicited professional courtesies, employees should not feel obligated to accept them. Employees in key decision-making positions should be wary of accepting any professional courtesy that could potentially or actually have an unfavorable impact on our reputation. If any employee feels uncomfortable accepting or has any misgivings about accepting a professional courtesy, the best course of action is to decline politely.

Offering Professional Courtesies

In the routine course of business, it is not unusual to offer professional courtesies. Making such offers is acceptable as long as it is not done, or cannot be perceived as being done to curry favor with or otherwise influence the recipient. The use of personal funds or resources within this context is expressly prohibited. Accounting for business courtesies should comply with approved company procedures.

The gifting of certain promotional items is generally acceptable, as long as such activity complies with acceptable professional norms. Employees with questions or concerns about such activity should consult their direct supervisor or manager. The approval of other courtesies such as meals, refreshments or entertainment of reasonable value, will be granted as long as:

- The activity does not violate or appear to violate any applicable laws, rules, regulations or standards of conduct.

- The professional courtesy conforms to applicable norms, is only offered occasionally and is not excessive.
- The professional courtesy is properly documented.

Truthful Public Disclosures

We will ensure that any and all financial information made available to the investing and general public in any format is truthful, timely and fully explained. This obligation applies to all employees from the CFO down, who are in any way responsible for the preparation of such information. Any inadvertent or deliberate inaccuracy in or falsification of such information is unacceptable; and any concerns about the veracity or accuracy of such material should be immediately directed to the compliance officer.

Corporate Recordkeeping

We create, retain and dispose of our official documents as part of our normal course of business in accordance with applicable company policies and procedures; and in compliance with all regulatory and legal requirements.

All corporate records must be factual, exact and absolute, and company data must be promptly and accurately documented in our books in accordance with all relevant internal and external accounting practices.

We must not unduly affect, influence or mislead any audit, nor interfere with any auditor engaged to perform an independent audit of company records, processes or internal controls.

Accountability

Each and every employee must familiarize himself or herself with this Code and act accordingly. Each and every employee is ethically obligated to ask questions if he or she is unsure of company policy. Each and every employee is ethically obligated to contact the Human Resources department if he or she has any concerns about compliance with or violations of this Code. The values and principles included herein are taken seriously, and violations are cause for disciplinary action up to and including termination of employment.

Protection of confidential company information, as well as nonpublic information entrusted to us by employees, customers and other business partners is key to our success. This includes but is not limited to pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential suppliers and vendors. The disclosure of such information without a valid business or legal purpose and proper authorization is not permitted and will not occur under any circumstances.

Use of Company Assets

Company assets, including time, material, equipment and information, are provided for professional use. There is no prohibition of occasional personal use as long as it is not disruptive and does not harm job performance. Employees and those who represent the company are entrusted with responsible use of such material. Managers are responsible for the material assigned to their departments and are empowered to resolve issues concerning its proper use.

Generally, the use of company equipment such as computers, copiers and fax machines for outside business purposes or in support of any religious, political or other outside daily activity is not permitted. Distribution of information or material not relevant to the company, its products or services, by any employee in work areas or during work hours is not allowed.

In order to protect the interests of the company and our employees, we reserve the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of the Internet or company intranet. Use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate is prohibited.

Compliance

Because it is crucial to the company's success, compliance with these values is mandatory. Our Compliance Team is tasked with ensuring that all employees are aware of, understand and abide by these principles. Supervisory personnel are also tasked with ensuring that their subordinates abide by the principles set forth in this Code. The board is authorized to review compliance, and audits will be authorized as necessary. Employees are ethically obligated to report any violations or suspected violations of this Code to management's attention; and provisions for confidential reporting have been made.

We anticipate that employees are likely to have questions regarding how this Code of Ethics and Business Conduct applies in particular situations. We expect all employees with such questions to discuss the exact circumstances with designated supervisory personnel. If such personnel cannot fully and accurately answer these questions, they should consult the Compliance Team.

Whistle Blower Policy

Our Company requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the company, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that the company can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of the company's code of ethics or suspected violations of law or regulations that govern the company's operations.

No Retaliation

It is contrary to the values of the company for anyone to retaliate against any board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the company. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Reporting Procedure

The company has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with [insert here another title, such as Executive Director, or a board member, if the organization is very small and involving the board would be appropriate]. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the company's [Compliance Officer] [or designated employee or board member], who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the Executive Director or the organization's Compliance Officer [or other designated person].

Compliance Officer [or other title that is appropriate for your organization]

The the company's [Compliance Officer] is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the [Executive Director and/or the Board of Directors] of all complaints and their resolution and will report at least annually to the [Treasurer/Chair of the Finance Committee/Audit Committee] on compliance activity relating to accounting or alleged financial improprieties.

Accounting and Auditing Matters

The the companys [Compliance Officer] shall immediately notify the owner, manahers, or Audit Committee/Finance Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The company's [Compliance Officer] will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Compliance Officer: * {Note: The Compliance Officer may be a board member, the Executive Director, or a third party designated by the organization to receive, investigate and respond to complaints.}

Disability Rights;

Employees can file complaints alleging a violation of:

- State or federal laws
- Regulations protecting individuals from discrimination based on disability

File a complaint if they have faced discrimination in any programs, activities or services. To file an informal complaint with the State House ADA Coordinator, you will need:

- Your name
- Your address
- A brief description of the alleged action prohibited by the laws and regulations
- The date this action allegedly occurred

Make sure to file your complaint within 30 days of the alleged discrimination. If you need help preparing or filing your complaint, please reach out to the State House ADA Coordinator. See: https://www.mass.gov/how-to/report-disability-based-discrimination

Discrimination and Accommodations MA

As per: https://www.mass.gov/service-details/disability-discrimination-in-the-workplac

Rights: An employee with a disability under law is defined as a person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

We will make reasonable accommodations to allow a disabled person to work. A "reasonable accommodation" is any adjustment or modification to a job (or the way a job is done), employment practice, or work environment which makes it possible for a person with a disability to perform the essential functions of the position.

In order to be protected, a person with a disability must be qualified. If you can do the essential functions of a job with or without a reasonable accommodation, you cannot be discriminated against because of your disability. The law additionally protects people who are discriminated against based upon other people's belief that they are disabled, even if they are not disabled.

Employee Responsibilities

We may require a person who needs a reasonable accommodation to provide documentation of her/his disability and the need for the reasonable accommodation. Although an employer does not necessarily have to provide the exact accommodation requested, failure to provide a reasonable accommodation may violate the law.

Once determined that we are on notice of need for accommodation, we will initiate an interactive dialogue. This process should identify potential reasonable accommodations to overcome employee's particular limitations.

We do not have to provide an accommodation if it would cause undue hardship. We are also permitted to establish reasonable qualification standards for applicants and employees.

Staffing Plan:

As per 935 CMR 500.105(9) our staffing plan will demonstrate accessible business hours and safe employee conditions and the following personnel records;

1. Job descriptions for each employee and volunter position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Marijuana Establishment Agent. Our records will be maintained for at least 12 months after termination of the individual's affiliation with our company and will include, at a minimum, the following:
    a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
    b. Documentation of verification of references;

c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
d. Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training, and the signed statement of the employee indicating the date, time, and place he or she or they received said training and the topics discussed, including the name and title of presenters;

3. We will staff our facility based on managers and owner interviews of prospective employees where withing compliance, we will ask for their experience, people skills, and past job history.

Maintaining Confidential Information;

We will Instruct all new hires to read and sign our company's NDA agreement and ensure they understand what information is confidential and needs to be protected. Included at a minimum in the NDA agreement:

- Personally identifiable information concerning an applicant, registrant, or licensee; Background check information, Criminal Offender Record Information (CORI), or Criminal History Record Information (CHRI); and Information that implicates security concerns, including our security plan.

We will Instruct all new hires to never discuss Security Plan with anyone who is not on a need-to-know basis, as this public disclosure could violate public safety.

We will Label and Limit access to hard copies of confidential Information including all background checks; and all confidential information, including but not limited to: Personnel records; SOPs; and Security Plan. Note: Our Security Plan must be shared with law enforcement authorities, including police and fire departments

We will store all organized hard copies within limited access areas in locked metal cabinets and ensure that all hard copies can be easily located and identified by subject.

We will maintain an authorized users access Log for confidential hard copies with Date and time of access and Name and employee identification number

We will provide keys or access codes or access to authorized employees only and instruct authorized employees to never give away access credentials.

Labelling and Limiting Access to Digital Copies of Confidential Information;

- We will maintain a secure password-protected cloud server for COMPANY's digital copies and Instruct authorized employees to never give out the server password.

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

1. This is very simple. The normalization of cannabis requires compliance with the law. If it is determined that an employee willingly diverted product, is unsafe in their practices, convicted of or enters a guilty plea for a felony drug charge distributing to a minor, they will be terminated immediately. Their badge will be destroyed, their agent status canceled on the CCC portal, and key cards will be changed to prevent entry.

Personnel Records of our Marijuana Establishment must be available for inspection by the Commission, on request. Personnel records shall be securely and confidentially maintained in either a password-protected electronic format, or in a locked, secured storage space if in physical format. These personnel records shall include:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
    a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
    b. Documentation of verification of references;
    c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. Documentation of periodic performance evaluations;
    f. A record of any disciplinary action taken; and
    g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe operations conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

SUMMARY PERSONNEL POLICIES

Company shall comply with the US Department of Labor’s Fair Labor Standards Act and any other local, State, or Federal laws and regulations.

PRIORITY HIRING & PROMOTIONS: Company will grant priority hiring status to established Massachusetts residents, particularly those residing in ADIs and the host municipality, and will

be working to provide job opportunities to those demographics specifically stated by the Commission in the regulations as areas of disproportionate impact and as detailed in the Company Positive Impact Plan and the Diversity Plan. Company shall give priority application status for new hires, as well as priority status for company promotions, to applicants & employees from those listed demographics, however, these factors shall not be determinative and shall not prevent the Company from hiring the most qualified applicants and complying with all Massachusetts anti-discrimination and employment laws.

ACCOMODATIONS FOR DIFFERING ABILITIES: Company is committed to complying with or exceeding expectations in the Americans with Disabilities Act and any local, state, and federal laws prohibiting discrimination in employment against qualified individuals with differing abilities. The Company will strive to provide reasonable accommodations requested by any employee with a disability who is otherwise able to perform essential functions of their job, or to provide adequate alternative accommodations (so long as that accommodation does not result in undue hardship on the Company, or pose a threat to the health and/or safety of the employee or coworkers).

STATE REGISTRATION of MARIJUANA ESTABLISHMENT AGENTS: All employees of Company shall meet suitability requirements outlined in the State regulations, including all background checks and CORI as required by the Commission, and shall before employment start date be registered as a Marijuana Establishment Agent. All agent registrations shall be renewed annually. No employee shall be permitted to work without having a valid Agent Registration Card.

COMPANY TRAINING: All registered marijuana establishment agents under Company employ will be required to complete all necessary trainings related to job functions prior to beginning work on the floor, and training shall be tailored to the roles & responsibilities of each specific job function. At time of hire all employees will be required attend a company orientation to cover all aspects of the employee operations, individual employee expectations, details on security and compliance, and will receive on-site facility training for specific positions. Company employees will be required to receive training, which will include important Company operational information and procedures, as well as a core-curriculum of Cannabis Education seminars tailored toward creating a safe, compliant facility with the most knowledgeable staff in the MA cannabis industry. All employees will receive a minimum of 8 hours of on-going training annually to remain current with all advancements in State regulations, SOR policy, cannabis science and the evolving market, facility operations, and job site safety.

STATE CERTIFICATIONS: Employees will be required to undergo and pass any & all State-mandated certification training classes for job safety and equipment operation, and where applicable, will undergo state certifications for the safe handling of food and/or the application of fertilizers and pesticides, and will maintain annual trainings and re-certifications.

RESPONSIBLE VENDOR TRAINING: All owners, managers, and employees will be required to successfully complete such training. All new hires will be required to attend and successfully

complete the Responsible Vendor Training, in compliance with the “Certification Training Program Standards” and to include at minimum the “Certification Training Class Core Curriculum” within 90 days of start date, and all employees will be required to attend and successfully complete the Responsible Vendor Training on a yearly basis thereafter.

UNIFORMS & ID BADGES: All registered agent employees will wear clearly identifiable Company uniforms if available during all shifts, and will be required to wear a photo-ID agent badge at all times while on shift. All employees will also be required to be in possession of the State-issued Agent Registration Card at all times while on shift. Uniforms shall be kept clean and generally free from wrinkles, stains, rips or tears. When not on shift, employees should make a best-faith effort to keep all uniforms and agent badges securely stored so as to prevent theft; loss or theft of any uniform or badges shall be reported to Company management immediately, and an Incident Report will be filed with the CCC.
Uniforms or any other clothing bearing the Company logo shall not be worn in public outside of the facility or other lawful event except for the actual time it takes the employee to travel to and from their work shift and in which case the uniform must be sufficiently covered to fully conceal any Company logos.

EMPLOYEE SAFETY: All employees shall be sufficiently trained at hire in all State-mandated safety protocol and/or the operation of any equipment and machinery as is related to job functions, and will receive annual update trainings. Facility shall be designed and safety procedures implemented to prevent employee injury or unnecessary employee strain that may lead to injury. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all safety and health regulations and any other specific job-related safety concerns. Employees are required to report any accident, job-related injury, or any other such incident to their supervisor immediately. Engaging in any behavior that fails to comply with company safety policies or any laws and regulations, and/or that directly or indirectly causes hazardous conditions or otherwise places persons or property at risk, shall be subject to immediate Corrective Action.

PERSONAL HYGIENE & CLEANLINESS: All Company employees will be required to maintain a sufficient level of personal hygiene and cleanliness so as not to compromise the safety and quality of the cannabis products worked with. All employees will be required to conform to certain sanitary practices while on duty including but not limited to washing hands thoroughly and sanitizing prior to starting work and at any time that hands may become contaminated. Employees will be encouraged to use best practices to limit personal contamination of cannabis products. Employees should appear presentable and ready to represent Company professionally to our guests.

PUNCTUALITY & ATTENDANCE: All Company employees will be required to arrive for their shifts on-time and as scheduled, in uniform and with all required identification, and work all shifts as scheduled. Staff schedules can be flexible and tailor-arranged with management as needed, but staff will be expected to work weekdays, weekends, and some holidays.

Eligible employees will receive benefits of Vacation Time, Medical Leave, and Personal Days. Employees will be required to coordinate in advance with scheduling Management to formally request a specific day(s) off or for vacation time. Periods of extended leave for medical or other personal reasons shall be coordinated between the employee, scheduling Management, and the Human Resources department. Sick time may be used at any time in the case of an emergency or sudden onset of illness. Any absences due to illness or injury that qualify under the Family and Medical Leave Act shall not count against the employee's attendance (medical documentation may be required).
Patterns or excessive occurrences of absenteeism or tardiness may result in Corrective Action. Failure to appear for a scheduled shift without prior arrangement or calling-in to report the absenteeism shall be considered a "No-Call No-Show" and will result in immediate Corrective Action, including possible termination. Three consecutive shifts of No-Call No-Show shall be considered job abandonment and the employee's voluntary resignation of employment.

CELL PHONES: Cell Phones will be permitted within the Company facility. All employees will be required to maintain responsibility for phones on person, stored in employee lockers or in the employee's vehicle. At absolutely no time may pictures, video, live streams, or any other such recording be taken of the interior workings of the facility where cannabis is stored, dispensed, or otherwise handled.

PROFESSIONALISM: Company expects respectful communication, cooperation, teamwork, and full participation from all employees. Every employee will have the responsibility to treat others with dignity and respect at all times, and for that level of professionalism to be exhibited during all work hours, at work functions, at industry events, and at any other time that the employee may be directly or indirectly representing the Company. Employees are prohibited from making public statements about Company, Company Policy, Management, other employees, customers, or any other licensed cannabis establishment that is derogatory or defamatory in nature. This policy applies to any employee's Social Media posts.
Company is committed to cultivating a culture of diversity and inclusion in the Cannabis Industry. We will hold a Zero-Tolerance policy for behavior that is considered discriminatory or bullying based on Race, Nationality, Religion, Gender, Identity, Sexual Orientation, Age, or Differing Ability. Company will hold a Zero-Tolerance policy for behavior that is considered Sexual Harassment or Assault. Company has a Zero-Tolerance policy for any work-place Violence or threat of violence toward other employees, vendors, and/or customers. Any employee positively identified in the engagement of any such behaviors shall be subject to immediate Corrective Action, including potential termination of employment.

EMPLOYEE RELATIONSHIPS: Company employees will be required to adhere to a strict code of conduct regarding inter-personal relationships while on shift, providing for a work environment where employees maintain clear boundaries between personal and business interactions in order to effectively conduct all job functions and enhance productivity. While nothing in this policy prevents friendships or romantic relationships between co-workers, or the hiring of immediate family members, employees in managerial roles may present a Conflict of Interest if romantically involved with or immediately related to any employee under which there is a

direct-reporting relationship. No part of this policy shall preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute.

CONFLICTS OF INTEREST: Company employees shall be permitted to be gainfully employed in addition to and outside of Company so long as there is not Conflict of Interest, such as but not limited to:

- Employment with or Consultant to a Company competitor or potential competitor, supplier, or contactor;
- Serving as a Board member for another licensed Cannabis establishment;
- Owning or having controlling interest in any other licensed Cannabis establishment or in any company actively pursuing State licensing for a Cannabis establishment;
- Working for, consulting for, or serving as a Board member for any company involved with the State Responsible Vendor Program;
- Any other position or activity that may impair, or seem to impair, the employee's ability to make objective and fair decisions when performing their jobs.

No employee shall accept any gifts, discounts, services, or favors from any customer, supplier, vendor, or competitor unless such promotion was made available to all Company employees and as authorized by Management.

SOCIAL MEDIA: Employees are asked to keep their professional and personal lives as separate as possible in regards to public Social Media postings, and to exercise caution when sharing any information related to the Company. Employees may share official Company Social Media posts or links to the Company website, but are prohibited from making any social media posts that make statements implying the individual speaks on behalf of or in any other way claims to represent Company without express authorization by the Company. Employees may not post, comment, or otherwise publicly speak to any Company prices, policy, plan, protocol, or procedure. Any post made about any Company product or other job-related matters must expressly state that it is the employee's sole opinion and does not represent the views of the Company. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording of any part of the facility or cannabis plants or products in any stage of processing or manufacturing, storage, or distribution. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording where the employee or any other person is shown to be wearing the Company Uniform and/or ID badge. Employees are expected to extend their behavior outlined in the above section "Professionalism" to their social media interactions with other employees, customers, industry acquaintances, and other MA cannabis establishments or their agents.

WEAPONS BAN: No Company employee may carry on their person while at work any weapons of any kind. State law expressly prohibits any registered cannabis agent from carrying a firearm while on shift or from having a firearm on premises or in any transport vehicle. Company has a zero-tolerance policy for carrying concealed weapons and evidence of such shall result in immediate Corrective Action, which may include termination of employment.

SMOKE, DRUG, & ALCOHOL -FREE WORKPLACE: All of the Company facilities and properties will be a Smoke, Drug, and Alcohol -free workplace. No employee shall be permitted to consume any marijuana or marijuana product, alcohol, or tobacco products while on the premises, or off-site prior to or during their work shift. The use of tobacco on the premises will result in Corrective Action; Consuming cannabis or alcohol on the premises, either before, during, or after the work shift, or off shift, will result in immediate dismissal.
Company reserves the right to request any employee Drug Screening for illicit substances.

CORRECTIVE ACTION: All employees are expected to understand and abide by all Company rules and policies, and to perform their job functions to the standards and expectations set forth in the job description. Company will implement the use of progressive Corrective Action to address issues of poor job performance and/or misconduct designed to provide a process to improve and prevent the recurrence of the undesired performance or conduct. The Corrective Action plan will consist of multiple steps; however, the Company may combine or skip steps based on the facts of each situation, the nature/severity of the offense, and the employee's history of corrective action:
1. Verbal Warning(s)
2. Written Warning(s)
3. Final Written Warning
4. Suspension without Pay
5. Termination of Employment
Steps for Corrective Action may be carried out by authorized Management and/or Human Resources officer as applicable.

CAUSE FOR IMMEDIATE DISMISSAL: All new hires will be instructed on Security protocol and grounds for immediate dismissal in the Company Orientation, and it will be detailed in the Employee Handbook. All employees will be required to sign documentation that they have been made aware of these conditions. Employees shall be subject to immediate dismissal in the event of:
• Consuming unsanctioned marijuana, alcohol, or other drugs on premises, either on or off shift.
• Arriving to work impaired by marijuana, alcohol, or other drugs, whether or not consumption took place off premises.
• Involvement in the Diversion of Marijuana or Marijuana Products from Company, or in the manipulation of inventory records, tracking software, or product labeling/packaging with the intent on diverting marijuana or marijuana products, which shall be reported to the Commission and to Law Enforcement.
• Engagement in unsafe practices with regard to the operation of the establishment and/or employee safety, which shall be reported to the Commission.
• Behavior that poses immediate risk to the personal safety of, or which may be considered malicious harassment, discrimination, violence, or threat toward, or any unsolicited sexual advances or assault on, any other Company employee(s) or customer(s), which shall be reported to the Commission and, in the case of a criminal act, to local Law Enforcement.

• Conviction or guilty plea in the case of felony drug offense involving distribution of controlled substances, or in the transport of any controlled substance and/or alcohol to a person under 21 years of age.
• Carrying a firearm while on shift.
• Evidence of theft of or unauthorized possession of any company property or the property of other employees/customers.
• Evidence of Theft of Hours, falsified timesheets, or alteration of any other legal document for the purposes of defrauding the Company

Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Our company will maintain the following written records that are required and subject to inspection:

1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:

1.1.1.1. Assets and liabilities.

1.1.1.2. Monetary transactions.

1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers

1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and

1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.

1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.

1.4. Our Marijuana Transporter establishment is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).

1.4.1. General

1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.

1.4.1.2. We will conduct monthly analyses of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.

1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.

1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

1.4.2. Inventory records include:
    1.4.2.1. Shipping manifests
    1.4.2.2. Delivery and unpacking video recordings
    1.4.2.3. Daily sales stock withdrawal and return reports
    1.4.2.4. Weekly inventory reports
    1.4.2.5. Product return reports
1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
1.4.7. The accounts will be reviewed monthly by a licensed CPA.
1.4.8. The point-of-sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
1.4.9. The warehouse manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
1.4.10. Expense records
    1.4.10.1. warehouse managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
    1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
1.4.11. Contracts and Agreements – the company will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
        Sales and Purchase agreements
        Loan agreements
        Rental agreements
        Lease agreements
        Franchise agreements
        Sale and lease back agreements
        Trading agreements with suppliers

Insurance policies
Legal documentation
All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies
Contracts with telecommunications companies
Business registration documents and certificates
Business licensing documents
Surety bonds
Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

Quality Control and Testing

1.1. Incoming marijuana inventory

1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are packaged or prepared accordingly in a safe and sanitary manner as prescribed below:

1.1.2.1. Well cured and generally free of seeds and stems;

1.1.2.2. Free of dirt,. Sand, debris, and other foreign matter;

1.1.2.3. Free of contamination by mold, rot, other fungus, and bacterial diseases;

1.1.2.4. Prepared and handled on food-grade stainless steel tables; and

1.1.2.5. Packaged in a secure area.

1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.

1.1.3.1. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana** and **Inventory Control and Reconciliation** protocols above.

1.1.3.2. Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.

1.1.3.3. Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).

1.1.3.4. Each of the three parties should submit a report on the incident to the Commission.

1.1.3.5. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.

1.1.3.6. Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:

1.1.3.6.1. Stock is efficiently rotated to ensure that older product is used before newer product.

1.1.3.6.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.2. Outgoing marijuana inventory

1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.

1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.

1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.

1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.

1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).

1.2.7. Each of the three parties should submit a report on the incident to the Commission.

1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.

1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:

1.2.9.1. Stock is efficiently rotated to ensure that older product is sold before newer product.

1.2.9.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.3. Hygiene

1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

1.3.2.1. Maintaining adequate personal cleanliness; and

1.3.2.2. Washing hands appropriately as per 935 CMR 500.105 (3)

1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

1.3.5. 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.

1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

1.3.9. Water supply shall be sufficient for necessary operations.

1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

1.3.11. The establishment shall provide it employees with adequate, readily accessible toilet facilities.

1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Detailed Description of Qualifications, Jobs, and Intended Trainings for Marijuana Transporter Agents:

1. Marijuana Establishment Agents shall first take the Basic Core Curriculum. *935 CMR 500.105(2)*
2. Once a Marijuana Establishment is designated a Responsible Vendor, all our Company Agents employed by us that are involved in the handling or sale of Marijuana for adult use shall successfully complete the Basic Core Curriculum within 90 days of hire. *935 CMR 500.105(2)*
3. After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. *935 CMR 500.105(2)*

a. Job Classifications and Requirements:

i. All employees must be trained on their job-specific duties prior to performing their job functions.

a. All employees must receive a minimum of eight (8) hours job-specific training each year.
b. All current owners, managers, and employees must complete the Responsible Vendor Program. Employees must complete the program within 90 days of being hired.
c. Responsible Vendor Program documentation will be retained for four (4) years.
d. All employees working with inventory will receive METRC training

ii. **Warehouse and or Inventory Manager -** The manager is the head of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the manager is to coordinate and facilitate the transactions of the warehouse, oversee routes, dispatch, and employees. They must maintain records, have contact with suppliers, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the manager is to ensure the security and integrity of our inventory and keep operations running smoothly.

iii. **Transporter Agent -** The company has a need for delivery professionals who can communicate articulately and passionately with customers, keep clear records, follow protocol, and safely drive vehicles. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, delivery, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. A transporter agent will maintain records in accordance with the Operations Manual, serve customers, and be mindful and

vigilant in terms of security, diversion, and facility cleanliness. Transporter Agents will be trained by the manager alongside whom they will work to learn the total operation of the Marijuana Transporter company. This position may be full-, or part-time.

iv. **Delivery Prep agent –** Our company will require delivery prep agents to prep orders, oversee inventory directives, prepare customer orders and access the vault and prep rooms. Knowledge of warehousing, POS, the ability to lift 40 pounds or greater, and a commitment to team morale in small spaces are essential. Full or part-time. Prep agents must be detailed, efficient, mindful, and vigilant in terms of security, diversion, and facility cleanliness.

b. Employee Qualifications and Selection

i. Our company is constantly looking for motivated, friendly, articulate, and passionate people to work with our customers to provide them with the best service for their marijuana product transportation needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, delivery, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:

1. Cannabis Science
2. Methods of Extraction
3. Methods of Ingestion
4. Marijuana use
5. Harm Reduction Methods
6. Sensible Cannabis Use
7. Customer Relations
8. Massachusetts Cannabis Law

c. Our company seeks all types of help for our marijuana transportation operation, both warehouse, and transport vehicle agents. Typical responsibilities include:

i. Product Transportation
ii. Packaging labeling and inventory
iii. Sanitation and maintenance of the facility
iv. Standard business and management roles such as, account management, administration, inventory management, dispatch, customer consultation, etc.

1. **Energy Compliance Plan**

a. Our vehicles will be selected using a process of seeking the smallest van in its class and selecting the vehicles in that class that has the most efficient Miles Per Gallon. Our fleet will be built out using this selection method. In an effort to affirm our commitment to evaluating alternative vehicle fuel options, we will also note the cost of hybrid and electric vehicles in this same class. As we scale up and revenue allows for a larger vehicle purchase budget, and the price of alternative fuel vehicles reduces, we will be able to align our budget with the marketplace of alternative fuel vehicles. Additional efforts are;
   i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and drinking water usage over the preceding 12-month period.
   ii. The use of natural light where possible, keeping windows clean to prevent over-using the heater. Our lighting system is LED-based and offers substantial energy savings.
   iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array on top of the vehicle to supplement and offset electrical demand through a renewable energy source, photons.
   iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
   v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal electrical provisions as through charging stations, if we acquire an electic or hybrid vehicle.

b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals.

c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and drinking water usage, engage in energy conservation (less start stop braking!) and mitigate other environmental impacts such as peeling out and revving the engine. We shall provide energy usage reporting to the Commission in a form determined by the Commission.

d. We will adhere to the following minimum energy efficiency and equipment standards;
   i. The building envelope for our facility, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790

CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.

iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).

iv. The Commission may further define these standards or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b).

v. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.

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vii. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b)