Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283098

Original Issued Date: 07/13/2020

Issued Date: 08/12/2021

Expiration Date: 08/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 6 Bricks, LLC.

Phone Number: 413-222-1538

Email Address: 6bricksllc@gmail.com

Business Address 1: 1860 Main Street

Business Address 2:

Business City: Springfield

Business State: MA

Business Zip Code: 01103

Mailing Address 1: 1860 Main Street

Mailing Address 2:

Mailing City: Springfield

Mailing State: MA

Mailing Zip Code: 01103

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Executive / Officer

Other Role:

First Name: Payton **Last Name:** Shubrick **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: **Percentage Of Control:**

Role: Employee **Other Role:**

First Name: Fred **Last Name:** Shubrick **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:**

Role: Employee **Other Role:**

First Name: Dawn **Last Name:** Shubrick **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:**

Role: Employee **Other Role:**

First Name: Taylor **Last Name:** Shubrick **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 1 **Percentage Of Control:** 1

Role: Employee **Other Role:**

First Name: Clinton **Last Name:** Harris **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: **Percentage Of Control:**

Role: Employee **Other Role:**

First Name: John **Last Name:** Delaney **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 49 **Percentage Of Control:** 49

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

First Name: Elena **Last Name:** Jimenez **Suffix:**

Gender: Female **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

Individual Contributing Capital 1

First Name: Elena **Last Name:** Jimenez **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $200000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 250 Albany Street

Establishment Address 2:

Establishment City: Springfield **Establishment Zip Code:** 01105

Approximate square footage of the establishment: 7850 **How many abutters does this property have?:** 8

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community	HCA Certification.pdf	pdf	5dbdd3c6b4f83557d6cc4662	11/02/2019

Agreement				
Community Outreach Meeting Documentation	COM Documentation.pdf	pdf	5dc457f5170b4c5353e38d93	11/07/2019
Plan to Remain Compliant with Local Zoning	6B Plan to Remain Compliant with Local Zoning_V1.1.pdf	pdf	5e46dc4e1c3b1d04a32b2ac4	02/14/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: $1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	6B Plan for Positive Impact_V1.1.pdf	pdf	5e46de3269dc9d0456db92ca	02/14/2020
Other	gasoline alley foundation letter_.pdf	pdf	5e62abbe8b5ea5469520e4fd	03/06/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Payton **Last Name:** Shubrick **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Fred **Last Name:** Shubrick **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Dawn **Last Name:** Shubrick **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Taylor **Last Name:** Shubrick **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: **Other Role:**

First Name: Clinton **Last Name:** Harris **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: **Other Role:**

First Name: John **Last Name:** Delaney **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 7

Role: **Other Role:**

First Name: Elena **Last Name:** Jimenez **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.pdf	pdf	5dbe29bcfd468857b99b9fef	11/02/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing .pdf	pdf	5dc4541966a32657cfbd9977	11/07/2019
Secretary of Commonwealth - Certificate of Good Standing	COGS_SOS.pdf	pdf	5dc456d566a32657cfbd998a	11/07/2019
Bylaws	6 Bricks Operating Agreement Nov 2019.pdf	pdf	5dd01abf40e348579197cb67	11/16/2019
Secretary of Commonwealth - Certificate of Good Standing	COGS DUA.pdf	pdf	5e46de74fe55e40432f70cb8	02/14/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR COGS.pdf	pdf	60f0865cddf0e402a871005f	07/15/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA Attestation.pdf	pdf	60f08721da52e3026d46356d	07/15/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing .pdf	pdf	60f08729ddf0e402a8710067	07/15/2021

Massachusetts Business Identification Number: 001347188

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	6 Brick's Business Plan (2019) (1).pdf	pdf	5dbe2bcefd468857b99b9ff3	11/02/2019
Plan for Liability Insurance	Liability Insurance Plan.pdf	pdf	5dbe31a88bdcfd57ae52383b	11/02/2019
Proposed Timeline	6B Retail Timeline_V2.pdf	pdf	60f0897c7a4b3b034a682390	07/15/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	6B Plan to Obtain marijuana and marijuana products.pdf	pdf	5dbe33f826aa775320859252	11/02/2019
Separating recreational from medical operations, if applicable	6B Policy for Separating Recreational from Medical Operations.pdf	pdf	5dbe34bf7aad8653363bac33	11/02/2019
Restricting Access to age 21 and older	6B SOP for Limiting Access to Age 21 and Older.pdf	pdf	5dbe3855a9ef3857c44574f8	11/02/2019
Prevention of diversion	6B Prevention of Diversion SOP.pdf	pdf	5dbe4166a9ef3857c44574fd	11/02/2019
Storage of marijuana	6B Storage SOP.pdf	pdf	5dbe435bbcb01253152f3b93	11/02/2019
Transportation of marijuana	6B Policy and Procedure for the Transportation of Marijuana.pdf	pdf	5dbe4b1ea9ef3857c4457503	11/02/2019
Inventory procedures	6 B Inventory and Tracking SOP.pdf	pdf	5dbefef6a9ef3857c4457565	11/03/2019
Quality control and testing	6B Policy for Quality Control and Product Testing.pdf	pdf	5dbf029326aa7753208592c9	11/03/2019
Personnel policies including background checks	6B Personnel Policies_ Background Checks.pdf	pdf	5dbf05ea160e3b57a3dd014e	11/03/2019
Record Keeping procedures	6B Record Keeping Procedure.pdf	pdf	5dbf0f3a74bb15534cd4a386	11/03/2019
Dispensing procedures	6B Dispensing Procedure.pdf	pdf	5dbf15c8d5b0805341c5fdc8	11/03/2019
Maintaining of financial records	6B Maintenance of Financial Records SOP.pdf	pdf	5dbf18aba9ef3857c44575d1	11/03/2019
Qualifications and training	6B Qualifications and Trainnig SOP.pdf	pdf	5dbf215e40e348579197a593	11/03/2019
Security plan	6B Security Plan_1.1.pdf	pdf	5e46ec2102a6e7045352d212	02/14/2020
Diversity plan	6B Diversity Plan_V1.1.pdf	pdf	5e46f3ebd43df3043d4b96d2	02/14/2020
Energy Compliance Plan	Energy Plan.pdf	pdf	60f08ab00bb484027d8bfd5b	07/15/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct

or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

Notification: I Understand

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

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: 6 Bricks is not yet operational and as such has not implemented the programs outlined in our Plan for Positive Impact. We hope to become operation in December 2021/January 2021. Once operational we will ensure that the programs outlined in out plan are fully implemented.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: 6 Bricks is not yet operational and as such has not implemented the programs outlined in our Diversity Plan. We hope to become operation in December 2021/January 2021. Once operational we will ensure that the programs outlined in out plan are fully implemented.

HOURS OF OPERATION

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Payton Shubrick, (*insert name*) certify as an authorized representative of 6 Brick's LLC (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Springfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/24/2019 (*insert date*).

Payton Shubrick
Signature of Authorized Representative of Applicant

Host Community

I, Domenic J. Sarno, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Springfield (*insert name of host community*) to certify that the applicant and City of Springfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/24/19 (*insert date*).

Domenic J. Sarno
Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Payton Shubsick, (*insert name*) attest as an authorized representative of 6 Brick's LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on October 9, 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 27, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on October 1, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on October 1, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 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. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Republican, The
The Republican. Powering MASS LIVE

Attachment A

Publication Name:
Republican, The

Publication URL:
www.masslive.com/

Publication City and State:
Springfield, MA

Publication County:
Hampden

Notice Popular Keyword Category:

Notice Keywords:
Community Outreach Meeting

Notice Authentication Number:
201910301043264284787
1239071861

Notice URL:

Back

Notice Publish Date:
Friday, September 27, 2019

Notice Content

"Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 9th at 6pm at Rebecca Johnson School, 55 Catherine St, Springfield MA 01109. The proposed retail establishment is anticipated to be located at 250 Albany Street, Springfield MA 01105. There will be an opportunity for the public to ask questions. If you have any comments, questions, or concerns prior to the meeting please email 6bricksllc@gmail.com." (September 27)

Back

Attachment A

ROS
ind Online
1234

Trash Removal

AAA Call - We Haul
We Take it all
junk & trash removal, appl. demo, closings, attics, bsmt. V/MC/CK. Free est. Ins. 10% Discount w/AD
WE LOADED IT ALL
CALL 1-413-531-1936

AAA
Trash Removal
attics, garages, cellars, yards, Demolition & Bobcat work brush removal , etc. Fast, reliable, reasonable and insured.
Call 413-525-4542

Pickup Trucks

FORD 2011 F250 Super Duty, Lariat Pkg., only 69,200 miles. Never seen road salt, wintered in Florida. Full 4dr Crew Cab. Tool box w/48 gal. fuel tank. Total 86 gal. fuel. Must be seen exceptional. $35,000 Call 413-348-2671

Recreational Vehicles

1996 DAMON CHALLENGER 33,000miles, great cond., fully equipped, 35ft long, $9,000: 413 231-2502

Trailers

Myers Snowplow blade, good cond. $450.00 Call 413-569-1830

Snowmobile Trailer, metal, 5.5 x 7.5, newer tires, asking $450.00 Call 413-569-1830

Vans

DODGE CARAVAN SXT, wheel chair access. holds 2, all straps. Call 413-209-4042, 413-267-4073

Legal Notices

Legal ads can be e-mailed to
classified-legals @repub.com
For more information
call 413-788-1297

Legal Notices

with the Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Jeff Arps, Tighe & Bond, Inc., 53 Southampton Road, Westfield, Massachusetts 01085 at (413) 572-3227. The Tier Classification Submittal and the disposal site file can be viewed at MassDEP website using Release Tracking Number (RTN) 1-20652 at https://eeaonline.eea.state.ma.us/portal#!/search/wastesite or at MassDEP Western Regional Office, 436 Dwight Street, Springfield, Massachusetts 01103, (413) 784-1100. Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.
(September 27)

Springfield

Board of License Commissioners for the City of Springfield
Application for: Transfer of License
Date: September 26, 2019
Notice is hereby given, under Chapter 138 of the General Laws, that Bapa Jalaram Corp., d/b/a Orchard Variety located at 18 Oak St. has petitioned the Springfield Board of License Commissioners for a Transfer of License. Public Hearing to be held at 5:30 p.m. on October 9th 2019 in Room 220 at Springfield City Hall, 36 Court Street.
Peter Sygnator
Chairperson
Rosa Espinosa
Andrew Cade
Ronald Senez
Michael Siciliano
Licensing Board
(September 27)

"Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 9th at 6pm at Rebecca Johnson School, 55 Catherine St, Springfield MA 01109. The proposed retail establishment is anticipated to be located at 250 Albany Street, Springfield MA 01105. There will be an opportunity for the public to ask questions. If you have any comments, questions, or concerns prior to the meeting please email 6bricksllc@gmail.com."
(September 27)

More Legals on C6

CLASSIFIEDS never know what you'll find inside.

AD REPLY INFORMATION

To answer an
AD REPLY NUMBER:
Address envelope and mail to:
AD REPLY # (the number)
c/o The Republican
P.O. Box 1329
Springfield, MA 01102-1329

If you wish to protect your identity when answering an AD REPLY NUMBER, you may enclose your reply in an envelope addressed to the Classified Advertising Manager (at the above address) together with a memo listing the companies you DO NOT want to see your letter. If the advertiser is one you have mentioned, your reply will be destroyed.

To obtain an
AD REPLY NUMBER:
Inform your SALES REPRESENTATIVE when placing your advertisement that you want an AD REPLY NUMBER.

The Republican WILL NOT disclose the identity of any Classified Advertiser using an AD REPLY NUMBER.

NEWSPAPER CARRIER OPPORTUNITIES

Independent contract distributors have openings for independent newspaper carriers to deliver The Republican Daily and Sunday.

Agawam
Looking for dependable person with reliable car to deliver daily papers.
Call 413-374-5301.

Belchertown
Reliable person with dependable car for daily delivery. Call Brook at 413-531-7127 or email Bradwaynews@gmail.com

Chicopee
Responsible person with reliable car for daily and Sunday delivery.
Call Jerry at 413-636-9955.

Responsible person with reliable car for daily and Sunday delivery.
Call Steve at 413-433-0263.

Easthampton
Established Sunday route available.
175 customers. Call 572-3757.

Granby
Reliable person with dependable car for daily and Sunday delivery.
Call Brook at 413-531-

Attachment B

September 30, 2019

To Whom It May Concern:

Please allow this letter to serve as in invitation to join the 6 Brick's executive team on October 9, 2019 at Rebecca Johnson Elementary School starting promptly at 6pm for a Community Meeting. The meeting will serve as an opportunity to learn who is on the 6 Brick's team, the site, and additional details about the business. See below for the legal ad verbiage and publish date:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 9th at 6pm at Rebecca Johnson School, 55 Catherine St, Springfield MA 01109. The proposed retail establishment is anticipated to be located at 250 Albany Street, Springfield MA 01105. There will be an opportunity for the public to ask questions. If you have any comments, questions, or concerns prior to the meeting please email 6bricksllc@gmail.com. (September 27)

If you have any comments, questions, or concerns please reach out to the 6 Brick's team via email 6bricksllc@gmail.com. Thank you and I hope to see you there!

Wishing well,

Payton Shubrick

Payton Shubrick

SEP 3 REC'D
CITY CLERK'S OFFICE
SPRINGFIELD, MASS.

Attachment B

"Dromey, Phil" <pdromey@springfieldcityhall.com>, **Planning Board**
"Davis, Tasheena" <TDavis@springfieldcityhall.com>, **City Clerk**
Timothy Paul <paulhcoc@gmail.com>,
ptuthill@wamc.org,
McKnight Brandi Gamble <brandige@verizon.net>,
mcknight Elizabeth Lederman <elizabeth.lederman@comcast.net>,
mcknight Bryan McFarland <bryanjamesmcfarland@gmail.com>,
mcknight Nikolaos Panteleakis <nikopanteleakis@yahoo.com>,
mcknight Keith Reisinger-Kindle <kreising87@gmail.com>,
mcknight Patricia McFarland <patriciamcfarlandmnc@gmail.com>,
James Johnson <johnson0299@gmail.com>,
mcknight Liz Stevens <cnmstevens@comcast.net>,
mcknight Walter Kroll <walter.j.kroll@comcast.net>,
mcknight Cora Swan <coraswan10@gmail.com>,
mcknight Kevin Hadley <kevinmhadley@yahoo.com>,
Mcknight Roberta Kilkenny <oronoque@gmail.com>,
McKnight Council <mcknightcouncil@yahoo.com>,
"Mickiewicz, Kelley" <kmickiewicz@springfieldcityhall.com> **City Council**

---------- Forwarded message ---------
From: **Payton Shubrick** <6bricksllc@gmail.com>
Date: Tue, Oct 1, 2019 at 10:01 AM
Subject: Notice of Public Meeting - 10/9/2019
To: Payton Shubrick <6bricksllc@gmail.com>

Good morning,

Please allow this email to serve as an invitation to join the 6 Brick's executive team on October 9, 2019 at Rebecca Johnson Elementary School starting promptly at 6 pm for a Community Outreach Meeting. The meeting will serve as an opportunity to learn who is on the 6 Brick's team, the site, and additional details about the business. See below for the legal ad verbiage and publish date:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 9th at 6pm at Rebecca Johnson School, 55 Catherine St, Springfield MA 01109. The proposed retail establishment is anticipated to be located at 250 Albany Street, Springfield MA 01105. There will be an opportunity for the public to ask questions. If you have any comments, questions, or concerns prior to the meeting please

email 6bricksllc@gmail.com. (September 27)

If you have any comments, questions, or concerns please reach out to the 6 Brick's team via email. Thank you and I hope to see you there!

Wishing well,
Payton Shubrick

Attachment C

September 30, 2019

To Whom It May Concern:

Please allow this letter to serve as in invitation to join the 6 Brick's executive team on October 9, 2019 at Rebecca Johnson Elementary School starting promptly at 6pm for a Community Meeting. The meeting will serve as an opportunity to learn who is on the 6 Brick's team, the site, and additional details about the business. See below for the legal ad verbiage and publish date:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 9th at 6pm at Rebecca Johnson School, 55 Catherine St, Springfield MA 01109. The proposed retail establishment is anticipated to be located at 250 Albany Street, Springfield MA 01105. There will be an opportunity for the public to ask questions. If you have any comments, questions, or concerns prior to the meeting please email 6bricksllc@gmail.com. (September 27)

If you have any comments, questions, or concerns please reach out to the 6 Brick's team via email 6bricksllc@gmail.com. Thank you and I hope to see you there!

Wishing well,

Payton Shubrick

Payton Shubrick

Plan to Remain Compliant with Local Zoning

Purpose

The purpose of this plan is to outline how 6 Bricks, LLC. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 250 Albany Street in Springfield which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

Per the Springfield Zoning Ordinance (Section 4.7.110), Adult Use Marijuana Retail Establishments are allowed in the Industrial A Zoning District and requires the issuance of a Special Permit. Additionally, no adult use marijuana establishment shall be located within five hundred (500) feet of pre-existing public or private school providing education in kindergarten or any of grades one (1) through twelve (12).

The Special Permit will lapse if a substantial use has not commenced within two (2) years, or in the case of construction, if construction has not begun within two (2) years. Exception may be made for good cause by the City Council upon the filing of a request for an extension, for a maximum of one (1) year, with the City Council prior to the lapse of such Special Permit.

Our location at 250 Albany Street in Springfield is within the Industrial A Zoning District and compliant with all required setbacks. We have also executed Host Community Agreement with the City of Springfield and have received our Special Permit from the Springfield City Council. We fully expect to be operational within one year from our receipt of special permit. There are no licensing requirements from the City.

Plan:

It is the intention of 6 Bricks, LLC. to remain compliant with all relevant local codes, and ordinances applicable to a Marijuana Establishment.

In addition to 6 Bricks, LLC. remaining compliant with the existing Springfield Zoning Ordinance, our executive management team and General Counsel will continually engage with the City of

Springfield to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.

From: **Theocles, Theo** <ttheocles@springfieldcityhall.com>
Date: Tue, Jul 13, 2021 at 10:25 AM
Subject: RE: [External] Action Required: CCC Renewal - 6 Brick's
To: Payton Shubrick <6bricksllc@gmail.com>
CC: Davis, Tasheena <TDavis@springfieldcityhall.com>, Caulton, Helen <hcaulton@springfieldcityhall.com>, Pikula, Edward <epikula@springfieldcityhall.com>, Dromey, Phil <pdromey@springfieldcityhall.com>

Payton:

Once again, to the best of my knowledge there have been no costs associated to date. I have attached Code and HHS in case there is something I have missed.

Thanks.

Theo G. Theocles, Esq.

From: Payton Shubrick <6bricksllc@gmail.com>
Sent: Monday, July 12, 2021 5:00 PM
To: Theocles, Theo <ttheocles@springfieldcityhall.com>
Cc: Davis, Tasheena <TDavis@springfieldcityhall.com>
Subject: Re: [External] Action Required: CCC Renewal - 6 Brick's

Thank you, Attorney Theocles.

Additionally, the Cannabis Control Commission requires us to request from the host community, records of any cost to the city or town reasonably related to the operation of our establishment. Per the CCC guidance these costs can include actual and anticipated costs associated with the operation of the establishment. If you could please forward any records

of these costs, and if no costs have been identified (as we are not operational) please note this in the email thread. Thank you!

Wishing well,
PS

On Mon, Jul 12, 2021 at 4:03 PM Theocles, Theo <ttheocles@springfieldcityhall.com> wrote:

> Payton:
>
> Acknowledged; to the best of my knowledge, the City has not received any payments to date as you are not yet operational.
>
> We hope you open soon!
>
> Theo G. Theocles, Esq.
>
> ---
>
> **From:** Payton Shubrick <6bricksllc@gmail.com>
> **Sent:** Monday, July 12, 2021 3:27 PM
> **To:** Davis, Tasheena <TDavis@springfieldcityhall.com>; Theocles, Theo <ttheocles@springfieldcityhall.com>
> **Subject:** [External] Action Required: CCC Renewal - 6 Brick's
>
> Good afternoon,
>
> I hope all is well. 6 Brick's has to renew our license despite not being operational. If you could kindly respond to this email addressing the below, it would be greatly appreciated:
>
> Total amount of financial benefits accruing to the municipality as a result of the host community agreement. This is the total amount paid and accruing to the Town.

Since we are not open it would be $0 but I need to provide this to the Cannabis Control Commission. Thank you!

Wishing well,

Payton Shubrick

CEO & Founder 6 Brick's LLC

413-222-1538

CAUTION: This email originated outside our organization; please use caution.

--

Wishing well,

Payton Shubrick

CEO & Founder 6 Brick's LLC

413-222-1538

--
Wishing well,
Payton Shubrick
CEO & Founder 6 Brick's LLC
413-222-1538

Plan for Positive Impact

Many of 6 Bricks, LLC. owners, managers and employees reside in a Commission designated "area of disproportionate impact," specifically Springfield and New Bedford. 6 Bricks is committed to allowing people from areas of disproportionate impact experience a positive impact from the operation of our Marijuana Establishment. Our Retail Marijuana Establishments is located in Springfield which has 13 census tracts that are designated as "areas of disproportionate impact" meaning these areas have been disproportionately affected by cannabis prohibition and enforcement. Marijuana prohibition and enforcement has produced profoundly unequal outcomes for these communities with higher arrest and incarceration rates.

6 Bricks will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by 6 Bricks will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The specifically named organizations in this plan have been contacted and can receive the donation we plan on making and will work with 6 Bricks in the furthering of their goals.

I. Program Populations

The programs in this plan will be aimed to positively impact the following populations:

1. Past or present residents of "areas of disproportionate impact," which have been defined by the Commission, specifically those areas in the City of Springfield.
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

II. GOALS

1. Create jobs for people from areas of disproportionate impact with a progressive compensation structure, employee benefits and growth opportunities that provide a living wage and encourage consumer spending. Specifically, our goal is to have **75%** of our workforce fall into one or more of the 5 populations identified in Section I.

   Of this 75% we aim to have 80-85% of these employees be past or present residents of "areas of disproportionate impact," specifically those areas in the City of Springfield, 5-10% will be Commission-designated Social Equity Program participants, and 10-20% will be Massachusetts residents who have past drug convictions or whose parents or spouses have drug convictions.

2. Create opportunities for individuals and businesses to participate in the industry by utilizing qualified contractors, suppliers and vendors who have been negatively impacted from

marijuana prohibition. Our goal is to source **60%** of our contractors, suppliers and vendors from the populations identified in Section I.

3. Provide donations of time and money to established not-for-profit community organizations that provide direct social service to at-risk populations in the designated areas of disproportionate impact in the City of Springfield. Our goal is to provide a minimum financial donation in the amount of at least $15,000 and provide 100 hours of community service time to support their efforts.

III. EMPLOYMENT PROGRAM

Expanding opportunities for gainful employment is a key driver in helping populations disproportionately affected by marijuana prohibition. Quality jobs that pay above minimum wage, offer benefits and encourage volunteerism assist individuals and families in breaking cycles of poverty and incarceration. 6 Bricks expects to positively impact employment in these areas as follows:

1. Hiring Preference will be given to individuals who meet the Program Populations outlined in Section I of this plan.
2. Job postings will be listed with the MassHire Springfield Career Center and the MassHire Holyoke Career Center. These organizations are One Stop Career Centers that serve Springfield, West Springfield, and Holyoke.
    a. Our job postings will clearly promote our hiring preference that is outlined in this plan.
3. Participation in job fairs that are targeted towards populations from areas of disproportionate impact, specifically the communities of Springfield, West Springfield and Holyoke.
    a. 6 Bricks will hold its first job fair approximately 60 days after receipt of our Provisional License from the Commission.
    b. Second and subsequent job fairs will be held as needed.
4. Additional outreach and engagement will be made to the following programs:
    a. Regional Employment Board of Hamden County
    b. Move to Work/Workforce Alternatives, Lighthouse/Human Services Unlimited
    c. Springfield Works
5. Employees working at least 30 hours per week or 130 hours per month will be eligible to participate in an employer-sponsored health plan. Similarly, paid vacation and sick benefits are available to 30+ hour employees.

This Program will be implemented approximately 60 days after we receive our Provisional License from the Commission.

IV. SUPPLIER AND CONTRACTOR PROGRAM

Supporting access to this industry can also be achieved by selecting suppliers, vendors and contractors with business. Our supplier, vendor and contractor selection will consider the following factors:

1. Priority will be given to vendors and contractors who are individuals that meet the Program Populations and/or businesses whose ownership or workforce demographics meet the Program Population criteria.
2. 6 Bricks will advertise opportunities for vendors, suppliers and contractors on our website and with the local media outlets in Springfield, West Springfield, Amherst and Holyoke. These advertisements will include the priority outlined in this plan.

3. Wholesale Marijuana partners who are Commission-designated Economic Empowerment Priority applicants will be given priority in sourcing of marijuana products.

All elements of this program will commence once we receive Provisional License from the Commission.

V. COMMUNITY SERVICE PARTNER PROGRAM

6 Bricks has chosen a non-profit community service provider to partner with. This partnership will receive financial benefits and community service hours form 6 Bricks and our employees. Our Community Partners is:

Gasoline Alley Foundation, Inc. https://gasolinealleyfoundation.org/

The mission of the Gasoline Foundation is to teach inner city youth and/or underprivileged persons, specifically those in Springfield, to be successful entrepreneurs while revitalizing inner city neighborhoods with a concentration on socially responsible/sustainable business practices.

The Gasoline Alley Foundation believes job creation is the most effective means of both economic and community development. In short, socially responsible business practices are the strongest economic model for sustainability. Consequently, they focus their efforts in socially responsible entrepreneurship education.

6 Bricks will make donations totaling at least $15,000 annually to support this community service program.

1. The first donation payment of $5,000 will be made with 30 days of our receipt of our Provisional License from the Commission. Our second donation of $5,000 will be made within 4 months of our receipt of our Provisional License from the Commission and our third donation of $5,000 will be made within 9 months of our receipt of our Provisional License from the Commission.
2. Each 30+ hour employee with 3+ months company tenure will receive 10 hours of paid volunteerism to assist our Community Service Partner. We will deliver at least 150 paid volunteer hours to these partners each year. Paid volunteer hours will commence within 60 days of receipt of our Provisional License from the Commission.

VI. MEASURING AND REPORTING POSITIVE IMPACT ON COMMUNITY

6 Bricks will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our goals. We will produce a full report annually which outlines this plan, data collected, whether the goals have been met and if any changes are necessary. Quarterly, our management team will meet to discuss the report and make any necessary adjustments.

60 days prior to our license renewal, and annually thereafter, we will produce a comprehensive report on our Goals and Programs which will outline the metrics for each program and whether we have met our goals. This report will be made available to the Commission and will include the following data:

1. Number and percentage of employees hired, retained, or promoted that come from populations identified in Section I;
2. The demographics of all employees, applicants, new hires and promotions;
3. Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact;
4. Recruitment and hiring data including job postings, advertising, sourcing of candidates, offers of employment, and actual hires;

5. Reports of monetary donations to our Community Service Partner;
6. Reports of volunteer hours delivered by 6 Bricks's employees to our Community Service Partner;
7. Data on the use of suppliers, vendors and contractors from the populations identified in Section I;

The Commonwealth of Massachusetts
William Francis Galvin

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

Minimum Fee: $500.00

Special Filing Instructions

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001347188

1. The exact name of the limited liability company is: 6 BRICK'S, LLC

2a. Location of its principal office:
No. and Street: 6 OLNEY AVENUE
City or Town: SPRINGFIELD State: MA Zip: 01119 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 6 OLNEY AVENUE
6 OLNEY AVENUE
City or Town: SPRINGFIELD State: MA Zip: 01119 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
PRODUCTION OF GOODS AND RETAIL DISTRIBUTION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: PAYTON A. SHUBRICK
No. and Street: 6 OLNEY AVENUE
City or Town: SPRINGFIELD State: MA Zip: 01119 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PAYTON A. SHUBRICK	6 OLNEY AVENUE SPRINGFIELD, MA 01119 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DAWN SHUBRICK	6 OLNEY AVENUE

		SPRINGFIELD, MA 01119 USA
SOC SIGNATORY	FRED SHUBRICK	6 OLNEY AVENUE SPRINGFIELD, MA 01119 USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PAYTON A. SHUBRICK	6 OLNEY AVENUE SPRINGFIELD, MA 01119 UNI

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of September, 2018,
PAYTON A. SHUBRICK

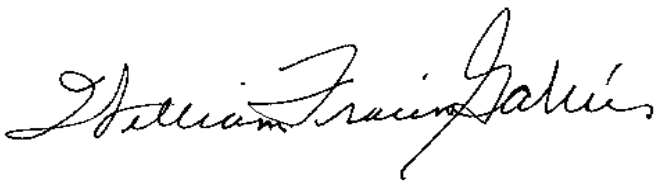
(The certificate must be signed by the person forming the LLC.)

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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 21, 2018 03:25 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1795956800
Notice Date: November 5, 2019
Case ID: 0-000-394-883

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

PAYTON A. SHUBRICK
6 BRICK'S, LLC
250 ALBANY ST
SPRINGFIELD MA 01105-1018

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 6 BRICK'S, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

October 29, 2019

TO WHOM IT MAY CONCERN:

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

6 BRICK'S, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 21, 2018.**

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: **PAYTON A. SHUBRICK**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PAYTON A. SHUBRICK, DAWN SHUBRICK, FRED SHUBRICK**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PAYTON A. SHUBRICK**

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:sam

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF 6 Brick's LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF 6 Brick's LLC, a limited liability company formed under the laws of the Commonwealth of Massachusetts, which was formed in the State of Massachusetts on September 21st 2018 (such company hereinafter known as the "Company;" such agreement, the "Agreement") is entered into this 6th day of November 2019, by and between the Members of the Company.

This Agreement supersedes and replaces all prior instruments setting forth the terms by which the undersigned Members control, own, govern, and operate the Company, or on any other matter related to the corporate governance of the Company. All such prior instruments, including any instruments styled or titled an "operating agreement," are replaced in their entirety hereby.

The Members of the Company are:

Dawn Shubrick, of 6 Olney Avenue, Springfield, Massachusetts;

Payton Shubrick, of 6 Olney Avenue, Springfield, Massachusetts;

Elena Jimenez, of 419 Union Street Apt. 2N, New Bedford, MA; and,

Clinton Harris, of 331 Gillette Avenue , Springfield, Massachusetts;

Any other person who executes a copy or counterpart of this Agreement, which execution shall be a condition precedent to that person's serving as a Member of the Company;

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Massachusetts and set forth the terms herein of the Company's operation and the relationship between Member(s).

THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company is 6 Brick's LLC with a principal place of business at 250 Albany

Street, Springfield , Massachusetts, 01105 . The mailing address shall be the same address as the principal office location.

2. Registered Agent

The name of the Registered Agent is Mark Beglane with a registered office located at 33 State St, Springfield, Massachusetts, 01103 for the service of process as of October 9th 2018. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Massachusetts.

3. Formation

The Company was formed on September 21st 2018, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Massachusetts (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine. Without limiting the generality of the foregoing, it shall be the purpose of the Company to operate a lawful cannabis-related business in the Commonwealth of Massachusetts. No provision of this Agreement tending to render the Company ineligible for a license to operate a cannabis-related business in the Cannabis Control Commission, or tending to violate any applicable law including the regulations now or ever set forth by the Cannabis Control Commission, is enforceable by the Members and shall be considered void.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein, and upon the Company dissolving in a fashion consistent with the rules and regulations of the Cannabis Control Commission including, without limitation, the safe, lawful removal of any cannabis inventories or other cannabis products according to the rules and regulations set forth by the Cannabis Control Commission.

6. Member(s) Capital Contributions

Contributions to the Company shall be made by following: member:

Payton Shubrick shall be contributing $25,000 in start-up capital;

Elena Jimenez shall be contributing $1,000,000 in start-up capital;

Hereinafter known as the "Contributor(s)".

The Contributor(s) shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash and Member(s) shall not be entitled to interest on their capital contributions to the Company except where such contributions are made in the form of loans entered into under valid, mutually-executed subsequent agreements.

Without regard for each Member's capital contributions, the relative ownership of the ownership units of the company, representing both economic and management interests, shall be governed by the terms set forth above.

The liability of the Contributor(s) for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Contributor(s) by the Company.

The Company shall have no right to request or require, or submit for a vote any resolution requesting or requiring, capital calls on any Member. No Member shall be held in breach of this Agreement on the basis of that Member's failure or refusal to participate in a capital call.

Elena Jimenez shall reserve the right to provide further capital to the Company, up to $250,000 at which point if additional capital is needed it will take the form of loan from Alden Credit Union or another third party, as Elena Jimenez and the Manager mutually agree.

7. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, and including the payment of the City of Springfield 3% (or then-current) "community impact fee" or "impact fee" as those terms are defined under the rules of the Cannabis Control Commission, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "Cash Receipts" shall mean all Cash Receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "Capital Transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital, the purchase or leasing of property or equipment or furniture in excess of ten thousand dollars ($10,000).

The "Capital Account" for each Member shall mean the account created and maintained for the Member(s) in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). Amounts stated in such accounts shall be treated as though accountable without regard for §280E of the Internal Revenue Code.

The term "Members' Percentage Interests" shall mean the percentages set forth with the name of each Member.

During each annual period the net profits and net losses of the Company (other than from Capital Transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Member(s) in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from Capital Transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Member(s) are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

The Cash Receipts of the Company shall be applied in the following order of priority: (a) payments to Members to resolve any tax liabilities that may arise from a Member's passed-through gains or losses or other tax liabilities arising from the Member's status as a Member (b) to the payment of interest or amortization on any mortgages on the assets of the Company,

amounts due on debts and liabilities of the Company other than those due to any Member(s), costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (c) to the payment of interest and establishment of cash reserves determined by the Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts of the Company, other than from Capital Transactions, shall be allocated among the Member(s) in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of Cash Receipts from Capital Transactions shall be allocated in the following order or priority: (a) to the Member(s) in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8. Books, Records and Tax Returns

The Member(s), or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Member(s) intends that the Company shall be taxed as a C-Corporation in accordance with the provisions of the Internal Revenue Code. The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's schedule K-1 filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Member(s) holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate. Two (2) signatures will be required for any expenditures over two thousand and five hundred dollars ($2,500).

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by Payton Shubrick and Elena Jimenez in accordance with this Agreement and the laws of the State of Massachusetts and the Cannabis Control Commission.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management and operations of the business of the Company and all determinations made in accordance with this Agreement shall be made by Payton Shubrick, CEO/Founder/Manager, and Elena Jimenez, who will take advisement from the executive team and other Members. Payton Shubrick and Elena Jimenez shall have equivalent authority to manage the daily affairs of the business. Payton Shubrick and Elena Jimenez shall be the only Members entitled to participate in votes or to receive economic distributions from the Company, at 49% interest each. Members Dawn Shubrick and Clinton Harris shall each have a 1% interest in the

Company having no voting or economic rights, so named only for the purpose of determining their eligibility for Board participation and their agreement to be bound by the mutual terms and conditions of this Agreement.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of 75% of Members vote in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person; create an employee benefit plan, employee stock option plan, or otherwise compensate employees with a fractional interest in the net profits of the Company or with securities of the Company; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The Members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests, except to the extent that salaries and other compensation, of Managers, Members, and other employees or other persons performing services for the Company, excluding valid distributions hereunder, shall be set by the mutual agreement of the Managers. For purposes of this provision, compensation shall not include the terms of any loan made to a Member.

11. Board of Directors

Managers Payton Shubrick and Elena Jimenez may appoint a board of directors. Any board so formed by their mutual agreement may be granted any authority granted to the manager of the Company hereunder, and may grant it any other rights, duties, powers or obligations not inconsistent with the right of Members to vote on those matters specifically reserved to Members for votes under this Agreement. Such a board of directors shall be advisory in nature, and be entitled to at least the same information rights in the Company as any Member.

A member of the board need not be a Member of the Company or hold any interests hereunder. The board of directors may not have an even number of members. Where the board of directors votes, it shall be on a one-person, one-vote basis without regard for any board

members' interests in the Company (such interests not being necessary for inclusion on the board). The managers may dissolve and re-constitute the board of directors by their mutual agreement.

12. Meetings of Members

The annual meeting of the Members shall be held on the 17th of July at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Members may elect at their own discretion to participate in such meetings telephonically or otherwise.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. Telephonic attendance or other remote attendance shall constitute "presence" for purposes of this section. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members required to hold such a vote affirmatively (for example, an action requiring 75% of the Members' Percentage Interests shall require 75% of the Members' Percentage Interests in attendance to constitute a quorum for any meeting held for the purpose of such an action). If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding

the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

In the event of any vote resulting in a tie where such vote would require greater than 50% of the votes of the Members' Percentage Interests in order to pass, the Members shall consider themselves deadlocked on the issue requiring such a vote. In the event of a deadlock, Members shall adjourn the vote for a subsequent meeting, and undertake reasonable efforts to mutually discuss the issue requiring such a vote so as to definitively resolve the matter through a subsequent vote.

13. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the unanimous vote of the Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"), subject to the limitations set forth below regarding the eligibility of the Company and its

Members for a license to operate a cannabis-related business in the Commonwealth of Massachusetts:

any person, corporation, partnership or other entity as to which the Company has permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement;

assignment to a guardian or conservator if such person has been lawfully appointed by a court of competent jurisdiction to represent a Member in the capacity of a guardian or conservator;

assignment to a family trust or related trust entity in which the assigning Member is the sole trustee, and from which trust the Member may withdraw such interests back to that Member's own name at any time.

An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

The Members agree that a Member may voluntarily withdraw from the Company only with the approval, vote, or consent consisting of a unanimous vote of the Members. Unless the withdrawing member's ownership interest was sold it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or

other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would render the Company or any Member ineligible to receive a license to operate a cannabis-related business in the Commonwealth of Massachusetts. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent or who has a criminal felony conviction. Buyouts for death or disability will be handled by John Turgeon and funded by insurances.

Anything herein contained to the contrary notwithstanding, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

The remainder of this provision notwithstanding, upon the death, disability, resignation, termination, expulsion or other condition by which Clinton Harris ceases to be a Member of the Company or hold any interest therein, all such interest shall transfer immediately by operation of law to Elena Jimenez without requiring further votes, transfer agreements, subscriptions, resolutions, or related approvals.

The remainder of this provision notwithstanding, upon the death, disability, resignation, termination, expulsion or other condition by which Dawn Shubrick ceases to be a Member of the Company or hold any interest therein, all such interest shall transfer immediately by operation of law to Payton Shubrick without requiring further votes, transfer agreements, subscriptions, resolutions, or related approvals.

14. Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to Member Elena Jimenez before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing

is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the Elena Jimenez shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Elena Jimenez may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If Elena Jimenez rejects any such offers, the same offers on the same terms shall be extended to the other Members of the Company. If any or all of the other Members elect to accept the offer within fifteen (15) days of such delivery, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (120) days after the delivery of the offer, may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

15. Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into by the purchase of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

As a condition to the admission of a new Member, such Member shall execute and

acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

16. Sale of Company

The sale of the Company, either partially or in its entirety, shall only be approved by a unanimous vote of the Members. Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Members and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Members, then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

17. Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as

hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty-day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to a Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty (30) days.

18. Dissolution and Liquidation

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the Members unanimously; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement and in accordance with the Massachusetts State laws as well as the Cannabis Control Commission.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice and remains in compliance with the previous mentioned governing bodies.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities of Elena Jimenez & Payton Shubrick; (3) to the payment of debts and liabilities to other Members; (4) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (5) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (6) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

19. Representation of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest

in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is 21 years of age or older; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

20. Certificates Evidencing Membership

Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of 6 Brick's LLC dated effective as of October 9th 2018, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

21. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Agreement.

22. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to,

and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

23. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a 75% majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of 75% of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the 75% of Members required to vote on such subject.

24. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on this 8 date of November. 2019.

The Member(s) of 6 Brick's LLC:

Clinton Harris

Payton Shubrick

Dawn Shubrick

Elena Jimenez

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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

174456324

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

6 Brick's LLC
250 ALBANY STREET
SPRINGFIELD, MA 01105

EAN: 22158313
February 13, 2020

Certificate Id:35512

The Department of Unemployment Assistance certifies that as of 2/13/2020 ,6 Brick's LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

6 BRICK'S

Business Plan 2019

Payton Shubrick
CEO & Founder

250 Albany Street
Springfield MA 01105

p. 413-222-1538
o. 413-301-7791

6bricksllc@gmail.com
Website coming soon!

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Executive Summary

Highlights

- *An Adult-Use Recreational Cannabis Destination*
- *Provide opportunities for those impacted by Cannabis Prohibition to participate in the industry*
- *Proceeds devoted to developing non-traditional career paths for young women and men within the City of Springfield*
- *Participate in an emerging and disruptive industry*

Inspiration

Michelle Alexander's book, The New Jim Crow, tells the tragic tale of the criminalization of black and brown people at the hands of Marijuana Prohibition. Payton Shubrick, a young African American, female innovator, and life-long resident of Springfield was inspired to restore justice to those adversely affected by marijuana prohibition. Thanks to her successful career, Payton has developed a network that enabled her to assemble a diverse and talented management team and advisors.

Objective

Our mission is to establish a first-class Retail Cannabis store that will not only retail cannabis but will help educate and guide our client base.

We are in business to service both casual users, and those that may have a medical need. Our work force is going to be well trained to operate within the framework of our company's corporate culture and also to meet the needs of all our customers.

6 Brick's will ensure that all our customers are given first class treatment whenever they visit our store.

We are aware of the rules and regulations governing the industry, when hiring we will look for applicants that are not just qualified and experienced, but honest, customer centric and willing to put in the hours it takes to help us build a prosperous business that will benefit all stake holders (the owners, workforce, and customers).

6 Brick's is in business to service a wide range of customers.

Besides recreational cannabis, those who may by suffering from severe pain, insomnia, anxiety, glaucoma, HIV/AIDS, epilepsy, nausea, cancer, and any other ailment the use of cannabis is fit for.

Our staff will be trained to effectively service all our customers equitably.

Description of Business

6 Brick's LLC is a black, women owned business in Springfield, MA run by the Shubrick family. Actively focused on paying it forward, 6 Brick's has a social contract with The City of Springfield in order to continuously pay it forward creating opportunities for the youth, local businesses, and residents of Springfield, MA.

Company Ownership/Legal Entity

6 Brick's LLC is a Limited Liability Corporation that will be built on a solid foundation majority owned by Springfield residents.

Location/Hours of Operation

6 Brick's LLC is located at 250 Albany Street, Springfield MA zoned in Industrial A it is the ideal location for a retail cannabis shop. The property is 500 square feet away from schools, churches, community centers, and residential property. It is also equipped with adequate off-street parking with roughly 40-45 parking spots. 6 Brick's LLC has anticipated hours of operation from 9:00am-8:00pm Sunday – Saturday.

Products and Services

6 Brick's LLC will offer the below products to their customers:

- *Flower*
- *Concentrates*
- *Edibles*
- *Live Sugars*

Additionally, we will offer education on products and consultation services to customers.

Management

Chief Executive Officer – Payton Shubrick

Executive Secretary – Dawn Shubrick

Chief Procurement Officer – Fred Shubrick

Chief Of Security – John Delaney

Chief of Community Responsibility – Taylor Shubrick

Chief Operating Officer – Jack Wysocki

Investor – Elena Jimenez

Financials Year 1

Sales			
Flowers	$ 3,800,000		
Concentrates	2,600,000		
Edibles	1,000,000		
Other	600,000		
Total Sales		$	8,000,000
Cost of Goods Sold			
Flowers	2,400,000		
Vapes	1,440,000		
Edibles	900,000		
Other	150,000		
Total Cost of Goods Sold		$	4,890,000
Gross Profit		$	3,110,000
Expenses			
Personnel	650,000		
Technology	25,000		
Facilities	73,000		
Marketing	15,000		
Total Expenses		$	763,000
Net Income		$	2,347,000

Financials Year 2

Sales			
Flowers	$	3,420,000	
Concentrates		2,340,000	
Edibles		900,000	
Other		540,000	
Total Sales			$ 7,200,000
Cost of Goods Sold			
Flowers		2,160,000	
Vapes		1,296,000	
Edibles		810,000	
Other		135,000	
Total Cost of Goods Sold			$ 4,401,000
Gross Profit			$ 2,799,000
Expenses			
Personnel		600,000	
Technology		25,000	
Facilities		134,000	
Marketing		15,000	
Total Expenses			$ 774,000
Net Income			$ 2,025,000

Financials Year 3

Sales			
Flowers	$ 3,078,000		
Concentrates	2,106,000		
Edibles	810,000		
Other	486,000		
Total Sales		$	6,480,000
Cost of Goods Sold			
Flowers	1,944,000		
Vapes	1,166,400		
Edibles	729,000		
Other	121,500		
Total Cost of Goods Sold		$	3,960,900
Gross Profit		$	2,519,100
Expenses			
Personnel	550,000		
Technology	25,000		
Facilities	134,000		
Marketing	15,000		
Total Expenses		$	724,000
Net Income		$	1,795,100

Assumptions

- *1 in 4 ADULTS USE CANNABIS*
- *SURROUNDING TOWNS PROHIBITION*
- *SPRINGFIELD ENTERTAINMENT DESTINATION VISITOR*
- *NEIGHBORHOOD SAFETY LOCAL POPULATION*
- *$65 PER TRANSACTION AVERAGE – Based on current spending patterns at neighboring adult use shops*

Looking Ahead

6 Brick's LLC will commit to be forward thinking and innovative committing to pillars of educate, inform, and engage

Growth

It is the wish of any business to become so successful so that there is a good succession plan to act upon. More often than not, having a good succession plan will help you know the direction your business is headed. As such, the future of a business lies in the number of loyal customers, the capacity and competence of the employees, their investment strategy and the business structure. If all of these factors are missing from a business, then it won't be long before the business closes shop.

One of our major goals in starting 6 Brick's LLC. is to build a business that will survive off its own cash flow without the need for injecting finances from external sources once the business is officially up and running.

6 Brick's LLC. will make sure the correct foundation; structures and processes are put in place to ensure that our staff is well taken of. Our company's corporate culture is designed to drive our business to greater heights and training and re – training of our workforce is top of mind. Profit-sharing arrangements will be made available to all our management staff and it will be based on their performance for a period of three years or more. We know that with this policy, we will be able to successfully hire and retain the best hands we can get in the industry; they will be more committed to help us build the business of our dreams.

Market Analysis

Currently, there are limited Adult Use Cannabis shops in Western, MA with our nearest competitors in Northampton, Easthampton, Chicopee, and soon to be Holyoke it offers 6 Brick's a unique opportunity. Being in the first round of cannabis shops within the City of Springfield and not cultivating, we will focus on procuring diverse product across the region to offer our customers a one stop shop for their cannabis needs in Western, MA with the goals of having relationships across the entire state.

Advertising and Promotion

The marketing and sales strategy of 6 Brick's LLC. will be based on generating long-term personalized relationships with customers. In order to achieve that, we will ensure that we offer product at prices compared to what is obtainable elsewhere. We will also ensure that we have a wide range of supplies in stock for both express ordering and storefront pick up.

All of our employees will be well trained and equipped to provide excellent and knowledgeable customer service. We know that if we are consistent with offering high quality cannabis and excellent customer service, we will increase the number of our customers by more than 25% for the first year and then more than 30% subsequently.

After securing our location for our cannabis dispensary store, we conducted a thorough market survey and feasibility studies in order for us to be able to penetrate the available market and become the preferred choice for residence of Western Massachusetts. We have detailed information and data that we were able to utilize to structure our business to attract the numbers of customers we want to attract at a given time.

We have hired experts who have a solid understanding of the retail cannabis industry to help us develop marketing strategies that will allow us to achieve our business goal of winning a larger percentage of the available market in Springfield. We do not view hiring the best hands in marketing as a waste of money; rather we see it as a wise investment that will guarantee a large return within a short period of time.

In summary, 6 Brick's LLC. will adopt the following sales and marketing approach to win customers over;

- *Introduce our business by sending introductory letters to residences, business owners, and organizations*
- *Leverage on the Internet to promote our business*
- *Leverage word of mouth marketing (referrals)*

Regardless of the fact that our cannabis dispensary store is well located in Springfield we will attempt to intensify the publicity for our business. We are going to explore all available conventional and non – conventional means to promote our retail business.

6 Brick's LLC. has a long-term plan of opening the legal limit of locations all around Western Massachusetts, which is why we will deliberately build our brand to be well accepted in Springfield before venturing out. Our publicity and advertising strategy is not

solely for winning customers over but to effectively communicate our brand to the general public.

Here are the platforms we intend on leveraging in order to promote and advertise 6 Brick's LLC.

- *Sponsor relevant community programs*
- *Leverage on the internet and social media platforms like; Instagram, Facebook, Twitter, and YouTube to promote our brand*
- *Engage in road shows from time to time*
- *Distribute our fliers and handbills in target areas*

6 Bricks Plan for Obtaining Liability Insurance

Purpose

The purpose of this plan is to outline how 6 Bricks will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

Research

6 Bricks has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Plan

1. Once 6 Bricks receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
    a. 6 Bricks will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually.
    b. The deductible for each policy will be no higher than $5,000 per occurrence.

2. In the event that 6 Bricks cannot obtain the required insurance coverage, 6 Bricks will place a minimum of $250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
    a. 6 Bricks will replenish this account within ten business days of any expenditure.

3. 6 Bricks will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

Policy for Separating Recreational from Medical Operations

Not Applicable

(6 Bricks, LLC. is not a Medical Marijuana Treatment Center)

Policy for Restricting Access to Age 21 and Older

I. Intent

6 Bricks Retail Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

II. Purpose

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

III. Definitions

Consumer means a person who is 21 years of age or older.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

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

Proof of Identification means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). 6 Bricks will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card
4. Government issued Passport
5. U.S. Military I.D.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent

with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

IV. Responsibilities

6 Bricks Management team is responsible for ensuring that all persons who enter the establishment or are otherwise associated with the operations of 6 Bricks are 21 years of age or older.

V. Access to the Establishment

The 6 Bricks Retail Marijuana Establishment located at 250 Albany Street in Springfield, allows only the following individuals access to our establishment. For the purposes of this Policy the term establishment also refers to any vehicle owned, leased, rented or otherwise used by 6 Bricks for the transportation of Marijuana:

1. 6 Bricks Agents (including board members, directors, employees, executives, managers, or volunteers)
    a. While at the establishment or transporting marijuana for the establishment all 6 Bricks Agents must carry their valid Agent Registration Card issued by the Commission
    b. All 6 Bricks Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals)
    a. To verify a customer is 21 or older a 6 Bricks Agent must receive and examine from the customer one of the following authorized government issued ID Cards;
        i. Massachusetts Issued driver's license
        ii. Massachusetts Issued ID card
        iii. Out-of-state driver's license or ID card (with photo)
        iv. Passport
        v. U.S. Military I.D.
    b. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by 6 Bricks.
    c. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available of if the ID is questionable the Agent must use the **FLAG** methodology of ID verification
        i. **F**. Feel
            1. Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)
            2. Feel for information cut-out or pasted on (especially near photo and birth date areas)

3. Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture

ii. **L**. Look

1. Look for the State seals or water marks; these seals are highly visible without any special light.
2. Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
3. Look at the height and weight. They should reasonably match the person.
4. Look at the date of birth and do the math!
5. Compare the age on the ID with the person's apparent age.
6. Look at the expiration date. If the ID has expired, it is not acceptable.
7. If needed, compare the ID to the book of Government Issued ID's

iii. **A**. Ask

1. Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
2. If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

iv. **G**. Give Back

1. If the ID looks genuine, give the ID back to the customer and allow entry.

d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the establishment.

3. Visitors (including outside vendors and contractors)

a. Prior to being allowed access to the establishment or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age of older.

i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.

b. After the age of the visitor is verified they will be given a Visitor Identification Badge

c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.

d. Visitors will be logged in and out of the establishment and must return the Visitor Identification Badge upon exit.

    i. The visitor log will be available for inspection by the Commission at all times

4. Access to the Commission, Emergency Responders and Law Enforcement.

    a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:

        i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;

        ii. Representatives of other state agencies of the Commonwealth; and

        iii. Emergency responders in the course of responding to an emergency.

        iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

    b. Individuals described above in this policy will be granted immediate access to the establishment.

VI. Training

6 Bricks will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All 6 Bricks agents will enroll and complete the Responsible Vendor Training Program. This curriculum will include:

a. Diversion prevention and prevention of sales to minors;

b. Acceptable forms of identification, including:

    i. How to check identification;

    ii. Spotting false identification;

    iii. Medical registration cards issued by the DPH;

    iv. Provisions for confiscating fraudulent identifications; and

    v. Common mistakes made in verification.

6 Bricks, LLC. Policy for Quality Control and Testing of Marijuana and Marijuana Products Summary

Intent

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

To provide clear and concise instructions for 6 Bricks employees on Quality Control and Testing that are in compliance with the Regulations

Superb quality control and the testing of marijuana products are essential for the operation of 6 Bricks Retail Marijuana Facility. 6 Bricks uses best industry practices when it comes to quality control and product testing, furthermore 6 Bricks will not sell any marijuana product that is a potentially hazardous food (PHF) or time/temperature control for safety food (TCS food).

General Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments,* the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000*: Reportable Diseases, Surveillance, and Isolation and Quarantine.*

In the case of acquiring wholesale products, 6 Bricks will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment 6 Bricks will view and confirm that the source products have been tested in accordance with the Regulations and will store and maintain the testing records.

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

6 Bricks will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

1. For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
2. In a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
3. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

6 Bricks will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to 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 water usage, engage in energy conservation and mitigate other environmental impacts. If minimum standards or best management practices are not established by the time of an application for initial licensure, a 6 Bricks will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

Sanitation

The 6 Bricks Retail Marijuana facility will be designed and constructed with sanitation in mind.

All product contact surfaces will be smooth, durable and easily cleanable.

1. The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
    a. There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
    b. The COO will prepare a cleaning and sanitation checklist for oversee that the cleaning and sanitation is performed to a satisfactory manner.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.
3. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
    a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
    b. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
    c. Adequate safety lighting in all areas.

4. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
5. Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
    a. Pre-scrape surface to remove gross soils.
    b. Wash surface with recommended strength solution of pot & pan detergent.
    c. Rinse with water and wipe dry.
    d. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
    e. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
    f. Allow to air dry.
6. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
    a. Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands
    b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
7. Each of the facilities water supply comes from the municipal water supply and is sufficient for necessary operations.
8. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
    a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
    b. There will be no cross-connections between the potable and wastewater lines;
9. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
10. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. Training
    a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
2. Traps for monitoring
    a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
3. Handling and storage of marijuana product or marijuana plant waste
    a. All marijuana plant waste will be placed in the hermetically sealed "Marijuana Waste" container.
        i. This container must impervious and covered
    b. All marijuana waste will be stored in the waste room in sealed containers until disposal

4. Handling and storage of non-marijuana waste.
    a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
        i. Recyclable
        ii. Organic
        iii. Solid waste
    b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
5. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
    a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Springfield Board of Health.
    b. 6 Bricks will voluntarily comply with any and all isolation and/or quarantine orders issued by the Springfield Board of Health or the Department of Public Health.
    c. 6 Bricks Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
2. All 6 Bricks Agents shall conform to sanitary practices while on duty, including
    a. Maintain adequate personal cleanliness:

    <u>Grooming</u>:

        i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
        ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
            a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
        iii. Wash hands (including under fingernails vigorously and thoroughly with soap and warm water for a period of 20 seconds:
            - When entering the facility before work begins.
            - In the restroom after toilet use and when you return to your work station.
            - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
            - After cleaning duties.

- After eating or drinking.
- Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
- Wash hands only in hand sinks designated for that purpose.
- Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.

Cuts, Abrasions, and Burns:

i. Bandage any cut, abrasion, or burn that has broken the skin.
ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

i. 6 Bricks facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
ii. Eat and drink in designated areas only.
iii. Refrain from chewing gum or eating candy during work.

HACCP- Hazard Analysis and Critical Control Point

6 Bricks will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address packaging of all marijuana products that will take place in the facility. Once operational 6 Bricks will:

1. Assemble the HACCP team (CEO, Facility Manger, and outside consultants)
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

Training

6 Bricks will provide training and training opportunities to all of its employees. In addition to required training, 6 Bricks will encourage advanced training to packaging agents in the areas of Good Manufacturing Practices and HACCP.

1. All employees who will handle unpackaged marijuana will be trained on Good Manufacturing Practices ("GMP") and Sanitation prior to or during the first day of employment.
    a. Include basic product safety training as part of new employee orientation.
    b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
    c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
    d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. Employees engaging in the packaging will be trained and certified in;
    a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. At least 1 Manager must be a Certified Food Protection Mangers (CFPM) by completing a ServSafe or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide GMP, Sanitation and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.

File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

The 6 Bricks Retail Marijuana Establishments will only have marijuana and marijuana products that have passed the required testing at a Licensed Testing Lab.

6 Bricks will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment 6 Bricks will view and confirm that the source products have been tested in accordance with the testing requirements outlined in 935 CMR 725.160 and the *"Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries"* published by DPH. These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure

We will contract with a Licensed Independent Testing Laboratory for the purposes of "Quality Control Testing." Our quality control testing will be used to ensure that the products we are receiving from our wholesale partners are consistent with the testing records that have been reported to us. These quality control tests will help us to ensure that our products are contaminant-free and the correct dosage and potency. We plan to use CDX Analytics which is Accredited to International Organization for Standardization (ISO) 17025 by Perry Johnson Laboratory Accreditation, LLC. (PJLA), 755 W. Big Beaver, Suite 1325 Troy, Michigan 48084, a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement.

1. This testing lab will pick up and transport our testing samples to and from their lab.
2. 6 Bricks will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess 6 Bricks marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to 6 Bricks Facility for disposal or by the Independent Testing Laboratory disposing of it directly.

6 Bricks will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
    a. Mold
    b. Mildew
    c. Heavy metals
    d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
    e. Bacteria
    f. Fungi
    g. Mycotoxins.

6 Bricks will maintain the results of all testing for no less than one year.

If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other product and the Commission and the Source Marijuana establishment will be notified immediately. 6 Bricks will submit to the Commission upon their request, any information regarding contamination. The entire batch of the product will be quarantines and not sold to customers. If through a re-test of the product, it is determined that there is no contamination, the product may be removed from quarantine status and sold. Product that is confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be returned to the Source Marijuana Establishment.

6 Bricks Personnel and Background Check Policy

Intent

To provide clear and concise instructions for 6 Bricks employees regarding Personnel Policies that are compliant with the regulations.

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

Purpose

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

Personnel Records

6 Bricks will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each 6 Bricks agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with 6 Bricks and shall include, at a minimum, the following:
    a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. Documentation of verification of references;
    c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. Documentation of periodic performance evaluations;
    f. A record of any disciplinary action/performance issues; and
    g. Notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to 6 Bricks management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only 6 Bricks Management agents who require access. These records will be made available for inspection by the Commission upon request.

6 Bricks Agents

All 6 Bricks board members, directors, employees, executives, managers and volunteers will register with the Commission as an 6 Bricks Marijuana Establishment Agent ("6 Bricks Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Retail Establishment related to the packaging, storage, testing, or dispensing of marijuana.

All 6 Bricks Agents shall:

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

6 Bricks will submit to the Commission an application for every 6 Bricks Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
    a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a

military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and

7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

8. Any other information required by the Commission.

6 Bricks' agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom 6 Bricks seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

6 Bricks will notify the Commission no more than one business day after an 6 Bricks agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, 6 Bricks will renew each 6 Bricks Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an 6 Bricks Agent registration card, 6 Bricks will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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

Background Checks

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

1. **Application Process-** During the application process 6 Bricks will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

   a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);

b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

   i. The individual's full legal name and any aliases;

   ii. The individual's address;

   iii. The individual's date of birth;

   iv. A photocopy of the individual's driver's license or other government-issued identification card;

   v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;

   vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;

c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:

   i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

   ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;

   iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;

   iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

   v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any

professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;

vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and

vii. Any other information required by the Commission.

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

2. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process 6 Bricks will submit Marijuana Establishment Agent applications for all required individuals. 6 Bricks will perform is own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Opportunity Employment Policy

It is the policy of 6 Bricks to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

6 Bricks expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, 6 Bricks will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on 6 Bricks operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with 6 Bricks in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), 6 Bricks provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. 6 Bricks may require medical certification of both the disability and the need for accommodation. Keep in mind that 6 Bricks can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. 6 Bricks will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

6 Bricks will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of 6 Bricks employees to perform their expected job duties will not be tolerated.

It is illegal and against 6 Bricks policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. 6 Bricks will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

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

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

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

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

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

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

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

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

Americans with Disability Act

6 Bricks strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. 6 Bricks judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. 6 Bricks will provide reasonable accommodations to any persons with disabilities who require them, who advise 6 Bricks of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

6 Bricks is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on 6 Bricks premises or while using 6 Bricks vehicles or equipment, or at any location during work time.

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

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

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

Smoke Free Workplace

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

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, 6 Bricks will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If a 6 Bricks Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

6 Bricks will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with 6 Bricks**.** These subjects will include, but not me limited to;

1. 6 Bricks Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training

6 Bricks Record Keeping Procedure

Intent

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

To provide clear and concise instructions for 6 Bricks employees regarding Record Keeping that are in compliance with the Regulations

Purpose

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

Access to the Commission

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

Types of Records

The following records will be maintained and stored by 6 Bricks and available to the Commission upon request:

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

f. Price list for Marijuana and Marijuana Products and any other available products;

g. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

h. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

i. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

j. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

k. Alcohol, smoke, and drug-free workplace policies;

l. A plan describing how confidential information will be maintained;

m. A policy for the immediate dismissal of any marijuana establishment agent who has:

    i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

    ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

    iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

n. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

o. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

p. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

q. Policies and procedures for energy efficiency and conservation that shall include:

    i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;

    ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

r. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

2. Operating procedures as required by 935 CMR 500.120(12);

a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);

b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;

c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);

d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);

e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and

f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.

3. Inventory records as required by 935 CMR 500.105(8); and

4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;

a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

ii. Documentation of verification of references;

iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

v. Documentation of periodic performance evaluations;

vi. A record of any disciplinary action taken; and

vii. Notice of completed responsible vendor and eight-hour related duty training.

c. A staffing plan that will demonstrate accessible business hours and safe work conditions;

d. Personnel policies and procedures; and

e. All background check reports obtained in accordance with 935 CMR 500.030 and 803 CMR 2.00: Criminal Offender Record Information (CORI).

6. Business records, which shall include manual or computerized records of:

   a. Assets and liabilities;

   b. Monetary transactions;

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

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

   e. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

7. Waste disposal records as required under 935 CMR 500.105(12); and

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

   a. Any records required to be held for longer than two years per the Regulations will be held for the required length of time.

9. Responsible vendor training program compliance records.

10. Vehicle registration, inspection and insurance records.

Miscellaneous Records:

1. Host Community records of any cost to a city reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community.

2. Records of monthly analysis of sales equipment and data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.

All records kept and maintained by 6 Bricks will be securely held. Access to these records will only be accessible to those 6 Bricks Agents who require access as a part of their job duties.

Maintaining Financial Records
Policy and Procedure

I. Intent

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

To provide clear and concise instructions for 6 Bricks employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

II. Purpose

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

III. Policy

All 6 Bricks financial records will be kept and maintained according to generally accepted accounting principles. Our CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All 6 Bricks financial/business records will be available for inspection to the Commission upon request.
2. 6 Bricks will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
    a. Assets and liabilities;
    b. Monetary transactions;

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

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

e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records 6 Bricks will incorporate the following into our business operations;

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

Access to the Commission

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

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

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

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

Additionally, 6 Bricks will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

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

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, 6 Bricks will maintain the following records:
    a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
    b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
    c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
    d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
    e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
    a. individual item(s) sold,
    b. selling price,
    c. tax due,
    d. invoice number,
    e. date of sale,

f. method of payment, and

g. POS terminal number and POS transaction number.

3. 6 Bricks will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:

    a. Internal sequential transaction numbers;

    b. Records of all POS terminal activity; and

    c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

    d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

    e. Any and all activity related to other operating modes available in the system, such as a training mode; and

    f. Any and all changes in the setup of the system.

4. 6 Bricks will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
    a. 6 Bricks will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
    b. 6 Bricks may utilize a sales recording module approved by the DOR.
    c. 6 Bricks will not utilize software or other methods to manipulate or alter sales data.
    d. 6 Bricks will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. 6 Bricks will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If 6 Bricks determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
        i. We will immediately disclose the information to the Commission;
        ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
        iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
    e. 6 Bricks will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
    f. 6 Bricks will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
    g. 6 Bricks will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Cash Handling and Transportation

Pursuant to 935 CMR 500.110(7) 6 bricks with a contract to deposit funds with a financial institution that conducts any transaction in cash shall establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers and the general public. These security measures include:

1. An on-site secure locked vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras will be directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, these cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. 6 Bricks will have a written process for securing cash and ensuring transfers of deposits to the Marijuana Establishment's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities; and
4. We will utilize an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

Qualifications and Training
Policy and Procedure

I. Intent

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

To provide clear and concise instructions for 6 Bricks employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

II. Purpose

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

III. Qualifications for a 6 Bricks Marijuana Establishment Agent

The minimum requirements to become a 6 Bricks Marijuana Establishment Agent ("6 Bricks Agent") are outlined below. All 6 Bricks board members, directors, employees, executives, managers or volunteers will register with the Commission as a 6 Bricks Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All 6 Bricks Agents must;

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

4. Registered Agents shall remain suitable at all times a License or registration remains in effect. An individual subject to 935 CMR 500.802 shall notify the Commission in writing of any charge or conviction of an offense that would result in a presumptive negative suitability determination or mandatory disqualification under 935 CMR 500.801: Tables B through D within ten days of such individual's arrest or summons, and within ten days of the disposition on the merits of the underlying charge. Failure to make proper notification to the Commission may be grounds for disciplinary action.

6 Bricks will develop a job description for all positions with the company. While all 6 Bricks Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

Anticipated positions outside of the Executive Management Team must meet the minimum qualifications outlined above. These positions include:

1. Sales Agents (16)
2. Retail Sales Manager (1)
3. Inventory Manager (1)
4. Sales Team Leads (2)
5. Security Manager (1)
6. Security Agents (4)

IV. Required Training for 6 Bricks Agents

Pursuant to 935 CMR 500.105(2)(a) 6 Bricks will ensure all 6 Bricks Agents complete training prior to preforming job functions. Training will be tailored to the role and responsibilities of the job function.

1. 6 Bricks will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
    a. Code of Conduct;
    b. Marijuana Regulations;
    c. Security and Safety;
    d. Emergency Procedures/Disaster Plan;
    e. Diversion of Marijuana;
    f. Terminatable Offences;
    g. Confidential Information;
    h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
        i. Alcohol, smoke and drug-free workplace;

ii. Equal Employment Policy;

iii. Anti-Harassment and Sexual Harassment Policy;

iv. Americans with Disability Act;

v. Employee Assistance Policy; and

vi. Diversity Plan

3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").

4. All 6 Bricks Agents will receive a minimum of 8 hours of training annually.

5. 6 Bricks will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retrained by 6 Bricks for at least four years after agents' termination.

6. 6 Bricks will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor".

    a. After the responsible vendor designation is applied each 6 Bricks owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."

    b. 6 Bricks will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

7. All Agents will be trained on:

    a. Marijuana's effect on the human body. Training shall include:
        i. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
        ii. The amount of time to feel impairment;
        iii. Visible signs of impairment; and
        iv. Recognizing the signs of impairment.
    b. Diversion prevention and prevention of sales to minors, including best practices.
    c. Compliance with all tracking requirements.
    d. Acceptable forms of identification. Training shall include:
        i. How to check identification;
        ii. Spotting false identification;
        iii. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
        iv. Provisions for confiscating fraudulent identifications; and
        v. Common mistakes made in verification.

e. Other key state laws and rules affecting Owners, managers, and employees, which shall include:
    i. Local and state licensing and enforcement;
    ii. Incident and notification requirements;
    iii. Administrative and criminal liability;
    iv. License sanctions;
    v. Waste disposal;
    vi. Health and safety standards;
    vii. Patrons prohibited from bringing marijuana onto licensed premises;
    viii. Permitted hours of sale;
    ix. Conduct of establishment;
    x. Permitting inspections by state and local licensing and enforcement authorities;
    xi. Licensee responsibilities for activities occurring within licensed premises;
    xii. Maintenance of records;
    xiii. Privacy issues; and
    xiv. Prohibited purchases and practices.
f. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

6 Bricks, LLC. Diversity Plan

Intent

6 Bricks is a minority and women owned company that promotes and provides equitable opportunity for all employees. 6 Bricks goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. We are committed to maintaining a workforce and environment which is diverse with regard to Minorities, Women, Veterans, People with disabilities; and People who as LGBTQ+ or identify as non-normative gender identities and sexual orientations.

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

Any actions taken, or programs instituted, by 6 Bricks will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that 6 Bricks is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

Diversity Plan Populations ("Plan Populations")

6 Bricks is committed to a diverse and equitable workforce and will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics this plan promotes are outlined below:

Plan Populations:

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

Goals

The goals that 6 Bricks is committed to achieving though this plan and our vision include:

1. Make the 6 Bricks workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:
    - 50% female.
    - 75% will be a minority, veteran, persons with a disability or persons who are LGBTQ+
        - Of this 75% we aim to have 80% of these employees be a minority, 5-10% be a veteran 5% be persons with a disability and 10% be persons who are LGBTQ+
2. Make the 6 Bricks workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work. Our Goal is to have a 75% retention rate among all employees and a 90% job satisfaction rate.
3. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Plan Populations. Our goal is to have 65% of our suppliers and contractors meet these criteria.

Recruitment and Hiring Plan

6 Bricks looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people of all gender identities and sexual orientations in the operation of our company to the extent possible. To promote diversity and equity 6 Bricks will;

1. The 6 Bricks hiring plan gives preference to individuals who are identified in the Plan Populations.
2. Institute a "blind hiring" policy in which the personal information of the candidate is hidden from the hiring manager during the application review process that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
    - This training will be completed within 60 days of hire or promotion and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites (i.e. Indeed, Monster.com) and on our social media presence (i.e. our website, LinkedIn, Facebook etc.)
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion, these include Mass CBA and Elevate NE. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Plan Populations and job postings that highlight our diversity hiring preference.
7. We expect to advertise job posting and promote this plan 60 days prior to our expected opening

date. Additional job postings and promotions of this program will be done as needed.

- Job Postings will be run in the Springfield Republican and on Masslive.com

Inclusion Plan

6 Bricks is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace 6 Bricks will;

1. Provide training to all employees regarding inclusion in the workplace
    - This training will be completed during onboarding and annually thereafter.
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment.
    - This training will be completed within 60 days of hire or promotion and annually thereafter.
3. Implementation of our Non-Discrimination, Harassment and Retaliation Policy. This policy includes provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
4. Conduct annual surveys of all employees to compile information on job satisfaction, inclusion and the workplace environment.
    - The first survey will be completed 6 months after receiving Provisional License.
5. Conduct detailed exit interviews will all employees who leave the company to compile information on job satisfaction, inclusion and the workplace environment.

Supplier Diversity Plan

6 Bricks is committed to utilizing, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned and businesses owned by persons with disabilities as our suppliers and contractors. 6 Bricks recognizes that sourcing products and services from previously under-used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers. To that end, 6 Bricks will give preference to these individuals and companies.

1. 6 Bricks will compile data on all suppliers and contactors as to the demographics of the ownership and employees.
2. When sourcing services with suppliers and contactors we will clearly promote the preference outlined above.

Measurement and Accountability

Quarterly, the executive management team along with the Human Resources Director will meet and review the progress of this plan and to make adjustments and changes if necessary.

60 days prior to our license renewal date, and annually thereafter 6 Bricks will produce a comprehensive

report that will be made available to the Commission for review during the renewal process. (6 Bricks acknowledges that license renewal occurs one year from receipt of our Provisional License and each year thereafter.)

This report will include the following metrics that will be used to measure the progress or success of the Plan. At a minimum this data will include:

1. All attempts to hire;
2. Actual hires;
3. Demographics of all employees and applicants;
4. Employee training, pay, benefits and advancement;
5. Data compiled from the annual employee survey and from exit interviews;
6. Training records for employees, managers and hiring mangers;
7. The number and percentage of suppliers, contractors and other partners that meet the criteria identified in the Plan Population; and
8. A comprehensive ledger on all expenses, contracts and agreements that includes whether or not the expense is a qualifying one under this plan's goals.

This report to be made available to the Commonwealth of Massachusetts and the City of Springfield. 6 Bricks Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.

6 BRICK'S

ENERGY COMPLIANCE PLAN

In compliance with 935 CMR 500.105(15) 6 Bricks has identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures) and implemented these opportunities to the extent possible. 6 Bricks reduced electric demand (such as lighting schedules, active load management, and energy storage); and will be engaging with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 6 Bricks will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

Our construction team, project managers, architects, and engineers will execute the retail buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:

- The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
- The purchase and installation of LED lighting systems;
- The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.

Further practices to maintain energy efficiency throughout daily operations include:

- Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);
- Using communal printers, coffee makers, microwave ovens, and refrigerators;
- Turning off monitors when leaving for more than one hour;
- Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
- Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
- Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;
- Prohibiting the use of individual space heaters; and
- Using Energy Star labeled appliances.