



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282510
Original Issued Date: 06/05/2020
Issued Date: 05/13/2021
Expiration Date: 06/05/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: J - B.A.M., INC.

Phone Number: 860-402-0605 Email Address: monique@j-bam.net

Business Address 1: 71 DOWNING PKWY BLDG A Business Address 2:

Business City: Pittsfield Business State: MA Business Zip Code: 01029

Mailing Address 1: P.O. Box 311 Mailing Address 2:

Mailing City: East Otis Mailing State: MA Mailing Zip Code: 01029

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: Monique Last Name: Palazzi Suffix:

Gender: Female 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 2

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: Brian Last Name: Palazzi Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Brian Last Name: Palazzi Suffix:

Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$610603.89	Percentage of Initial Capital: 72
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Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Monique Last Name: Palazzi Suffix:

Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$237924.44	Percentage of Initial Capital: 28
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Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Brian Last Name: Palazzi Suffix:

Marijuana Establishment Name: J – B.A.M., INC. Business Type: Marijuana Cultivator

Marijuana Establishment City: Pittsfield Marijuana Establishment State: MA

Individual 2

First Name: Monique Last Name: Palazzi Suffix:

Marijuana Establishment Name: J – B.A.M., INC. Business Type: Marijuana Cultivator

Marijuana Establishment City: Pittsfield Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 71 DOWNING PKWY BLDG A

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing from MA Secretary of State - J - B.A.M., Inc.....pdf	pdf	5ddaf2d2b4f83557d6cc834b	11/24/2019
Bylaws	By-Laws - J - B.A.M., Inc..pdf	pdf	5ddaf2dc40e348579197e1c4	11/24/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - MA DOR - J - B.A.M., Inc..pdf	pdf	5ddaf2ed8bdcfd57ae5274a9	11/24/2019
Articles of Organization	J - B.A.M., Inc. - Articles of Organization and Articles of Correction.pdf	pdf	5ddaf2f4fd468857b99bdb44	11/24/2019
Department of Revenue - Certificate of Good standing	Dept. of Unemployment attestation – Revised per RFI.pdf	pdf	5e79523a961ad539052bb81c	03/23/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	MA cert of good stnd.jpg	jpeg	606b1a859cefd04567d4be81	04/05/2021
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	6082b1bfe067a90777b4d215	04/23/2021
Department of Unemployment Assistance - Certificate of Good standing	Unemploy cert.pdf	pdf	6082b2a48ecb05074fe6748c	04/23/2021

Massachusetts Business Identification Number: 001383727

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5ddeb2ab26aa77532085d8e6	11/27/2019
Proposed Timeline	timeline.pdf	pdf	606b1cc1518b4d4499414d3c	04/05/2021
Plan for Liability Insurance	Insurance Dec.pdf	pdf	606b1d892e84db44a04c5ecd	04/05/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	Separating Recreational from Medical, not applicable.pdf	pdf	5ddd234d5b0805341c641b9	11/26/2019
Policies and Procedures for cultivating.	Cult P&P.pdf	pdf	606b22db2e84db44a04c5efc	04/05/2021
Restricting Access to age 21 and older	Limited access.pdf	pdf	606b22e78d8557457dbb69c0	04/05/2021

Security plan	security plan.pdf	pdf	606b22f021aec245a96c8e57	04/05/2021
Storage of marijuana	storage.pdf	pdf	606b2311518b4d4499414d7e	04/05/2021
Transportation of marijuana	transportation.pdf	pdf	606b231c518b4d4499414d84	04/05/2021
Inventory procedures	inventory.pdf	pdf	606b2324cefab844e67124ba	04/05/2021
Quality control and testing	quality control.pdf	pdf	606b232d16d4db44ccf55f5be	04/05/2021
Dispensing procedures	Dispensing.pdf	pdf	606b233d2e84db44a04c5f0c	04/05/2021
Personnel policies including background checks	personnel.pdf	pdf	606b2345599735456076328e	04/05/2021
Record Keeping procedures	record keeping.pdf	pdf	606b234c9cefd04567d4bef4	04/05/2021
Maintaining of financial records	maintaining records.pdf	pdf	606b235416d4db44ccf55fc2	04/05/2021
Qualifications and training	qualifications.pdf	pdf	606b236486f403457678af73	04/05/2021

ATTESTATIONS

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

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

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

Notification: I 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: We are not currently operational

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Not yet operational

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 4:00 PM

Tuesday From: 10:00 AM Tuesday To: 4:00 PM

Wednesday From: 10:00 AM Wednesday To: 4:00 PM

Thursday From: 10:00 AM Thursday To: 4:00 PM

Friday From: 10:00 AM Friday To: 4:00 PM

Saturday From: Closed Saturday To: 7:00 PM

Sunday From: Closed Sunday To: 7:00 PM

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, Monique Palazzi, (*insert name*) attest as an authorized representative of J - B.A.M., Inc. (*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 July 5, 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 June 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 June 26, 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 June 26, 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.

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Cultivation Establishment is scheduled for **Friday, July 5, 2019 at 6:00 p.m. at Framework Pittsfield Coworking, 437 North Street, Pittsfield, MA 01201.** The proposed Marijuana Cultivation Establishment is anticipated to be operated by J - B.A.M., Inc. and to be located at 71 Downing Parkway, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

06/27/19

COMMUNITY OUTREACH PUBLIC NOTICE

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2019 JUN 26 PM 3:56

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Cultivation Establishment is scheduled for Friday, July 5, 2019 at 6:00 p.m. at Framework Pittsfield Coworking, 437 North Street, Pittsfield, MA 01201. The proposed Marijuana Cultivation Establishment is anticipated to be operated by J - B.A.M., Inc. and to be located at 71 Downing Parkway, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

J - B.A.M., Inc.
c/o Cain Hibbard & Myers, PC
66 West Street
Pittsfield, MA 01201

June 26, 2019

VIA FIRST CLASS MAIL



Re: *Notice to Abutters of Proposed Marijuana Cultivation Establishment*

Dear Property Owner:

This letter is being sent to you as an abutter of a proposed marijuana cultivation establishment at 71 Downing Parkway, Pittsfield, Massachusetts.

Enclosed is a copy of a notice which appeared in the *Berkshire Eagle* on June 27, 2019 giving notice of a community outreach meeting scheduled for July 5, 2019 at 6:00 p.m. at the Berkshire Athenaeum, 1 Wendell Avenue, Pittsfield.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of J - B.A.M., Inc.

Thank you.

Very truly yours,

J - B.A.M., Inc.
By its attorneys
Cain Hibbard & Myers, PC

A handwritten signature in cursive script that reads "F. Sydney Smithers".

F. Sydney Smithers, Esq.
Enclosure

cc: Monique Palazzi

REDACTED

RECREATIONAL ADULT USE HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (“Agreement”) is entered into as of November 19th, 2019 (“Effective Date”) by and between J - B.A.M., Inc. with its main office presently located at 71 Downing Parkway, Pittsfield, MA 01201 (“J - B.A.M.”), and the City of Pittsfield, a municipal corporation validly existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 70 Allen St, Pittsfield, MA 01201 (the “City”). Collectively, J - B.A.M. and the City may be referred to as “Parties”.

PRELIMINARY STATEMENT

The Massachusetts Cannabis Control Commission (“CCC”) has granted, or is expected to grant, J - B.A.M. a license to operate a Marijuana Cultivator (“MC”) at a property located at 71 Downing Parkway, Pittsfield, MA 01201 (“Premises”).

J - B.A.M., upon being granted an Approval to cultivate by the CCC and all other required permits, licenses and approvals from the City to begin cultivation of adult-use marijuana in compliance with 935 CMR 500, agrees to pay certain community impact fees to the City in order to provide financial resources to be used for the betterment of the City as determined by the City in its sole discretion.

Section 25 of Chapter 55 of the Acts of 2017, styled “An Act to Ensure Safe Access to Marijuana”, provides that “[a]n agreement between a . . . medical marijuana treatment center and a host community may include a community impact fee for the host community, provided, however that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the establishment and shall, in no event, amount to more than 3 percent of the gross sales of the establishment or be effective for longer than 5 years.”

Section 25 of Chapter 55 of the Acts of 2017 further provides that “[a]ny cost to a city or town imposed by the operation of marijuana establishment shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4 of the General Laws.”

AGREEMENT

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, J - B.A.M. offers and the City accepts this Agreement in accordance with M.G.L. c. 44, § 53A, and the Parties hereby agree as follows:

1. Host Community Fees. The parties stipulate and agree that the City will incur additional expenses and impacts upon the City's road system, law enforcement, fire protection services, inspectional services, permitting services and public health services. Accordingly, in order to mitigate any such impacts upon the City and use of City resources, J - B.A.M. shall pay fees to the City, on a biannual basis, as follows:

than this Agreement provides to the City, taking into consideration the marketplace, number of other operating adult-use marijuana facilities and customers in the municipality as compared to the City, J - B.A.M. agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee set forth in this Agreement to reflect any such better terms.

- b. If, during the term of this Agreement, the Host Community Fees imposed upon J - B.A.M. under this Agreement are determined to exceed the costs imposed upon the City by the operation of the Premises, then the City agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee such that the fee is reasonably related to the costs imposed upon the City due to J - B.A.M.'s operation of the Premises.
5. Permits and Licenses. The Parties agree that this Agreement and all terms, conditions and requirements contained herein, are subject to, and conditioned upon J - B.A.M. obtaining the required registrations, permits and licenses to operate adult-use marijuana establishment at the Premises. If, for any reason, J - B.A.M. is unable to obtain the required permits and licenses to operate, this Agreement shall be null and void and neither Party shall have any further obligations under this Agreement.
 6. Omitted.
 7. Term. This Agreement shall go into effect on the Effective Date and shall terminate in the event that J - B.A.M. ceases its MC operations in the City or J - B.A.M.'s MC license is revoked by the CCC. This Agreement shall terminate upon the occurrence or existence of the appointment of a trustee, receiver or other custodian for any substantial part of J - B.A.M.'s assets, or if J - B.A.M. petitions for, permits or suffers insolvency, bankruptcy, liquidation or a winding up of its business or assets. Furthermore, in accordance with section 25 of Chapter 55 of the Acts of 2017, this Agreement shall terminate no later than Five (5) years after the J - B.A.M. Commences Operations at the Premises. In the event of termination, payments due in that Six (6) month period shall be prorated based on the number of days of operation during said Six (6) month period.
 8. Local Authority. This Agreement does not waive, limit, control, govern or in any way describe the legal authority of any City board, commission, committee, officer or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend or revoke any permit, license or other approval with respect to, J - B.A.M., the Premises or any MC thereon; nor does it waive, limit, control, govern or in any way describe the legal authority of the Pittsfield Police Department to investigate, prevent or take action against any criminal activity with respect to J - B.A.M., the Premises or any MC thereon. Nothing in this Agreement presumes, implies, suggests or otherwise creates any promise either that J - B.A.M. shall obtain or retain any or all local permits, licenses and other approvals that are required in order to operate an MC at the Premises, or that

the City shall be required to support or assist in any application for the same. The City, by entering into this Agreement is not thereby required or obligated to issue such permits and approvals as may be necessary for the MC to operate in the City, or to refrain from enforcement action against J - B.A.M. and/or the Premises for violations of the terms of said permits, approvals and or applicable statutes, ordinances and regulations. The City acknowledges that J - B.A.M. may now or in the future enjoy certain rights under the laws of the Commonwealth, and in further consideration of the payments contemplated under this Agreement the City agrees that it will refrain from imposing any restrictions on J - B.A.M.'s exercise of any rights that may arise solely under such laws. Notwithstanding any other provision of this Section 8, the City hereby acknowledges that J - B.A.M.'s obligations under this Agreement are contingent upon J - B.A.M.'s successful and timely operation of its business, and the City therefore agrees to promptly provide J - B.A.M. with a certificate of occupancy for the entirety of the Premises upon J - B.A.M.'s substantial completion of the permitted work at the Premises.

9. Common Agreement. No MC or marijuana establishment shall sell or otherwise distribute within the City adult-use marijuana or adult-use marijuana infused products, including any products containing or consisting of THC or CBD, unless and until such MC or marijuana establishment has entered into a Host Community Agreement with the same terms, conditions and restrictions as appear within this Agreement. For the avoidance of doubt, the City agrees and acknowledges that it will impose upon any MC or marijuana establishment operating within the City the same financial and other obligations set forth in this Agreement.
10. Notices. Any and all notices or other communications required or permitted under the Agreement by either Party to the other shall be in writing and delivered by mail, postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service.

- a. Notice to J - B.A.M. shall be delivered to:

J - B.A.M., Inc.
71 Downing Parkway
Pittsfield, MA 01201

- with a copy to:

F. Sydney Smithers, Esq.
Cain Hibbard & Myers PC
66 West Street, Suite 300
Pittsfield, MA 01201

- b. Notice to City shall be delivered to:

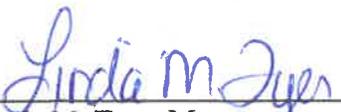
City of Pittsfield

Mayor's Office
70 Allen St
Pittsfield, MA 01201

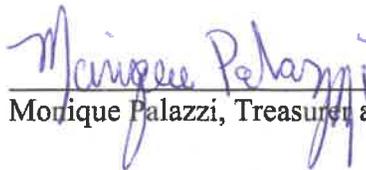
11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.
12. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either Party not receiving the benefit of its bargain.
15. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
16. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
17. Acknowledgement. The individuals signing below have full authority to do so by the entity on behalf of which they have signed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

CITY OF PITTSFIELD


Linda M. Tyer, Mayor

J- B.A.M., INC.


Monique Palazzi, Treasurer and Secretary

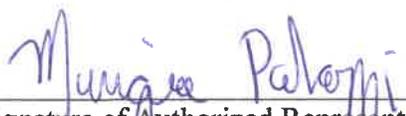
8/29/19
Date

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

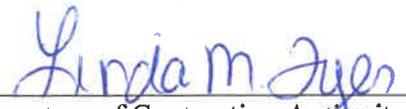
I, Monique Palazzi, (*insert name*) certify as an authorized representative of J - B.A.M., Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Pittsfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 11/19/2019 (*insert date*).



Signature of Authorized Representative of Applicant
Monique Palazzi, Treasurer of J - B.A.M., Inc.

Host Community

I, Linda M. Tyer, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (*insert name of host community*) to certify that the applicant and City of Pittsfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11/19/2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

J – B.A.M., INC. Plan to Remain Compliant with Local Zoning

J – B.A.M., INC. intends to remain compliant with local zoning and procedures. As evidence of this intention, after having had preliminary meetings to explain the cultivation project in front of local City offices and Departments, J – B.A.M., INC. has signed a host community agreement with the City of Pittsfield, and has been approved for site plan by the Community Development Board of the City as well. Thus far, J – B.A.M., INC has established current compliance with all local zoning, evidenced further by their reaching out to The City Planner of Pittsfield in order to revise their site plan to remove a perimeter fence. These documents have been included and follow this page.

After receipt of Provisional Certificate of Registration the company will continue in its efforts to work with the City of Pittsfield with regards to local zoning and procedures for building, construction, and operations. J – B.A.M., INC will consult Legal Counsel and the appropriate City Offices and Departments first and foremost when handling any and all issues regarding City bylaws, codes, regulations, and processes. J – B.A.M., INC. also plans to attend and participate in every local meeting that regards local regulatory affairs pertaining to the company. The ownership along with the help and guidance of both the City and Local Legal Counsel will become very familiar with any portion of the law that may affect their initiatives, and also keep abreast of any changes to the existing regulatory framework with regards to local zoning and procedures, and then make appropriate decisions based on that information, with only the full endorsement of the relevant City offices, officials, or departments.



RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA
2019 SEP -4 PM 1:56

CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201
TEL. (413) 499-9368 – FAX: (413) 395-0152

MINUTES COMMUNITY DEVELOPMENT BOARD TUESDAY, AUGUST 20, 2019 6:00 P.M. – CITY HALL, COUNCIL CHAMBERS

Chair Irvin called the meeting to order at 6:00 p.m. Those in attendance are noted below.

Chair Irvin informed all in attendance that according to MGL, your voices are being recorded and your picture is being taken.

ROLL CALL:

Board Members Present:

Sheila Irvin, Chair
Libby Herland
Floriana FitzGerald

Board Members Absent:

Matthew Herzberg
Paul Saldana
Cynthia Brown
Gary Levante

A quorum was present.

Staff:

CJ Hoss, City Planner
Ted Kozlowski, Board Clerk

MINUTES:

1. July 8, 2019

Ms. FitzGerald made a motion to accept the minutes as presented; it was seconded by Ms. Herland and was approved unanimously.

2. July 25, 2019

Ms. FitzGerald made a motion to accept the minutes as presented; it was seconded by Ms. Herland and was approved unanimously.

ZONING:

1. **Site Plan Review** – An application from the Pediatric Development Center for approval under Section 7.816 (Health Care Center) for property located at 388 Columbus Avenue Extension. The proposal amends previous approvals in relation to the use of the site to allow for a proposed building addition. The Zoning Board of Appeals is the Special Permit Granting Authority under Section 7.816. (Assessor map G9-1-20)

Kerry Bartini, Berkshire Design Group came forward to speak on the application. Back in 2014 PDC had applied for and been granted a special permit to do an addition off the rear of the building. They were not able to act at the time. The existing plan is a 2-story structure. They are proposing to extrude the back out into the parking lot. There is an existing ramp and rear entry that will be demolished. In its place they will create some administrative offices and a new handicap accessible ramp. The structure of the building remains the same. The addition will not impede any traffic flow; lighting will remain the same. They will have 19 parking spots; traffic will remain the same with no new curb cuts. It will increase about 474sft. They do not intend to increase employees, it is to accommodate the staff they currently have.

Seeing no further debate or discussion, Ms. FitzGerald made a motion to approve the site plan review and recommend acceptance by the ZBA with the condition noted below; it was seconded by Ms. Herland and was approved unanimously.

- The applicant would be subject to all other federal, state and local rules and regulations not specifically covered by the granting of a site plan review.

2. **Public Hearing – Site Plan Review/Special Permit Approval** – An application from True East Leaf for approval under Section 7.850 (Marijuana Retail) and 7.853 (Marijuana Cultivation) for property located at 161 Seymour Street for the operation of a marijuana retail and cultivation business. The proposed use does not meet the City's off-street parking requirements, so also requires a special permit under Section 10.110f to waive the off-street parking requirements. The Zoning Board of Appeals is the Special Permit Granting Authority under Section 7.850 and 7.853. (Assessor map H11-1-13)

Chair Irvin noted there are not enough votes tonight to have a full hearing. They are recommending a continuance to the September 3 meeting.

Seeing no further debate or discussion, Ms. FitzGerald made a motion to continue the item to the September 3, 2019; it was seconded by Ms. Herland and was approved unanimously.

3. **Site Plan Review/Approval** – An application from Northeast Cultivation LLC for approval under Section 7.854 (Marijuana Cultivation) for property located at 997 Pecks Road for the development of an outdoor Marijuana Cultivation facility. The Zoning Board of Appeals is the Special Permit Granting Authority under Section 7.854. (Assessor map E17-1-101)

Sarah Gapinski, SK Design came forward to speak on the application. It is 19 acres of agricultural farm with single family homes along Pecks Rd. The property contains a 2,000sft

pole barn. Most of the site is open meadow. The proposed use is a 6.7 acre outdoor marijuana cultivation facility. Plants will be grown in bags on the ground throughout the lot, about 100,000sft of space total. The barn will be reused for drying and manufacturing. Next to the barn will be holding containers to hold product prior to shipping. They propose some greenhouses for future use of anticipated under-cover growing. They will need to install a new water line from Pecks to the barn and a couple of water tanks for irrigation during the summer months. Parking is adjacent to the barn and will accommodate about 20 spaces for about 30 employees during the growing months and the harvest season. There will be a 6ft high chain link fence with video surveillance in accordance with CCC regulations. There will be no signage other than Do Not Trespass signs as regulated by the CCC. A dumpster will be next to the barn. The site is lower than Pecks Rd and cannot be seen from Pecks. The houses, vegetation and topography make the property well hidden. The fire department requested access along the eastern and northern sides; they are amenable to that. It is not shown on the submitted plan.

Ms. FitzGerald asked if the greenhouses are currently there. Two will be constructed in the future, as needed, all within the fenced area. The barn is sided with doors.

Ms. FitzGerald asked about visibility. The site is in a valley, about 15ft down. Driving down Pecks Rd you do not see much of anything.

Ms. Herland had a concern about the storage containers and their visibility. But since the barn is sided, they probably would not be visible.

Ms. Herland asked if abutter meetings have happened. The applicant went door to door and they had an abutters meeting. There were no questions or problems. Mr. Hoss noted there was one neighbor that had a concern and will probably be at the ZBA meeting. He was unsure what the neighbor's concern is.

Ms. FitzGerald asked about smell. Neighbors would smell it as a nuisance for a couple weeks.

Seeing no further debate or discussion, Ms. Herland made a motion to endorse the site plan and recommend approval by the ZBA with the condition noted below; it was seconded by Ms. FitzGerald and was approved unanimously.

- The applicant would be subject to all other federal, state and local rules and regulations not specifically covered by the granting of a site plan review.
4. **Site Plan Approval** – An application from J-BAM, Inc. under Section 7.735 (Marijuana Cultivation) for property located at 71 Downing Parkway for the operation of an indoor cultivation facility within the former Coca-Cola warehouse. (Assessor Map M12-1-411)

Atty Syd Smithers, Cain Hibbard & Myers came forward to speak on the application. The site is an indoor facility on land zoned IG, previously a Coca-Cola facility. There are no exterior changes except for a perimeter fence. If you look at the plan, it is tinted in two colors, gray and tan. Tan is a gravel parking lot which will not be rented to the applicant. Only the blacktop portion and 16,000sft of the warehouse will be rented. Under the criteria, the project complies with Sections 7.3 and 7.735 of the Zoning Ordinance.

Sarah Gapinski, SK Design Group came forward to speak on the application. It is a 3.4 acre facility. Most of the site is developed with adequate parking and turnaround space. The space will be divided; 16,000sft for the applicant's and 4,000 for the landlord's business. The floorplan was included. The marijuana will be grown hydroponically, with manufactured modules brought in and installed. Most of the site will remain unchanged. There will be a secure fence with a lockbox, which the Fire Department requested. There will be a reduction of parking. There are 29 spots and only 18 are required; they will be converting 2 of the spaces into handicapped parking. There is an existing free-standing sign that the landlord will retain. The applicant will install a business sign on the gate and No Trespassing signs on the fencing. Surveillance will be installed with down casting lighting, per the CCC requirements. There will not be doing any landscaping. There are trees and shrubbery currently on the border of the neighbor. The building is connected to public utilities with coordination with city engineers. The dumpster will be inside the building. The Fire Department reviewed the application and they requested some of the cars currently on the paved area be removed for emergency access.

Seeing no further debate or discussion, Ms. FitzGerald made a motion to approve the site plan with the conditions noted below; it was seconded by Ms. Herland and was approved unanimously.

- Department of Community Development staff shall not authorize building permits related to this project until the execution of a Community Host Agreement.
- The applicant is subject to all other federal, state, and local rules and regulations not specifically covered by the granting of this special permit.

ADMINISTRATION:

1. New Business

Mr. Hoss noted there are a few continued applications and possibly a new one. Updates from Proprietor's Lodge, the Seymour St public hearing and the Barker Rd solar.

2. Old Business

- **Site Plan Review/Approval (Continuation from June 4, 2019)** – An application from Guild Solar LLC for approval under Section 7.824 (Public or Quasi Public Utility) for property located on Gamwell Avenue for the development of a 4mW solar facility. The Zoning Board of Appeals is the Special Permit Granting Authority under Section 7.824. (Assessor map G6-2-34, G6-2-35, G7-1-20) *The applicant has requested a continuance to September Community Development Board and Zoning Board of Appeals meetings.*

No one came forward to speak on the application. The applicant has requested a continuance to September Community Development Board and Zoning Board of Appeals meetings.

Mr. Hoss noted he believes the applicant should be ready to proceed at the September meeting.

Seeing no further debate or discussion, Ms. FitzGerald made a motion to continue the item to the September 3, 2019 meeting; it was seconded by Ms. Herland and was approved unanimously.

3.Reports from staff or members of the Board

None.

4.Adjournment

Ms. FitzGerald made a motion to adjourn at 6:30pm; it was seconded by Ms. Herland and was approved unanimously.

Submitted by Ted Kozlowski, Board Clerk



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

November 21, 2019

Monique Palazzi, Vice President
J-BAM, Inc.
PO Box 311
East Otis, MA 01029

Re: 71 Downing Industrial Parkway

Dear Ms. Palazzi,

We are in receipt of your letter dated September 3, 2019 regarding your proposed project at 71 Downing Industrial Parkway.

Staff has reviewed the revised plans that include the elimination of the proposed perimeter fence. Our opinion is that the proposed change is consistent with the original approval and does not require an amendment to the site plan approval issued by the Community Development Board at their meeting on August 20, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Cornelius Hoss", is written over a faint, circular stamp or watermark.

Cornelius Hoss
City Planner

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, Monique Palazzi, *(insert name)* attest as an authorized representative of J - B.A.M., Inc. *(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 July 5, 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 June 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 June 26, 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 June 26, 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.

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Cultivation Establishment is scheduled for **Friday, July 5, 2019 at 6:00 p.m. at Framework Pittsfield Coworking, 437 North Street, Pittsfield, MA 01201.** The proposed Marijuana Cultivation Establishment is anticipated to be operated by J - B.A.M., Inc. and to be located at 71 Downing Parkway, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

06/27/19

COMMUNITY OUTREACH PUBLIC NOTICE

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2019 JUN 26 PM 3:56

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Cultivation Establishment is scheduled for Friday, July 5, 2019 at 6:00 p.m. at Framework Pittsfield Coworking, 437 North Street, Pittsfield, MA 01201. The proposed Marijuana Cultivation Establishment is anticipated to be operated by J - B.A.M., Inc. and to be located at 71 Downing Parkway, Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

J - B.A.M., Inc.
c/o Cain Hibbard & Myers, PC
66 West Street
Pittsfield, MA 01201

June 26, 2019

VIA FIRST CLASS MAIL


Re: *Notice to Abutters of Proposed Marijuana Cultivation Establishment*

Dear Property Owner:

This letter is being sent to you as an abutter of a proposed marijuana cultivation establishment at 71 Downing Parkway, Pittsfield, Massachusetts.

Enclosed is a copy of a notice which appeared in the *Berkshire Eagle* on June 27, 2019 giving notice of a community outreach meeting scheduled for July 5, 2019 at 6:00 p.m. at the Berkshire Athenaeum, 1 Wendell Avenue, Pittsfield.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of J - B.A.M., Inc.

Thank you.

Very truly yours,

J - B.A.M., Inc.
By its attorneys
Cain Hibbard & Myers, PC



F. Sydney Smithers, Esq.
Enclosure

cc: Monique Palazzi

REDACTED

March 26, 2021

Regarding our Host Community agreement we have nothing to report at this time because we are not operational at this point.

Plan for Positive Impact

In order to positively impact the disproportionately affected areas of Massachusetts, the Company plans to create an educational initiative and a job training program. We are located in the City of Pittsfield and understand that Pittsfield is one of the Commission's defined twenty-nine areas of disproportionate impact. Our efforts to positively impact the disproportionately affected areas of Massachusetts will focus on bolstering our local community of Pittsfield Massachusetts.

Goals

J-B.A.M. intends to devote its resources to create and develop beneficial programs centered on issues which it holds dear to its heart. These programs include educational seminars and job training sessions. As our facility is located in Pittsfield, within an area of disproportionate impact, we believe our own hiring practices will focus on hiring a workforce from the disproportionately impacted area of Pittsfield. In addition, the company will provide educational seminars and job training to the citizens of Pittsfield who are non-employees of the company. In order to avoid the issue of improper promotion or advertising, J-B.A.M. will retain anonymity in its relationship to these programs, instead they will be offered as Pittsfield Community Job Training and Educational Seminars.

Programs

J-B.A.M. recognizes that the growth of the marijuana program in Massachusetts will raise a number of questions and concerns within the community at-large. To address these concerns, the Company will offer public education seminars, to up to 30 individuals, in order to provide an opportunity for local community members to learn more about cannabis. These free seminars will be open to the public, take place on a Saturday or Sunday and last for 3 hours. The educational seminars will take place semiannually and be located off of the Company's premises. Seminars will include lectures by the Company's executive staff and employees that will inform the community on the facts surrounding the company's activities, cannabis use, and the industry at large, and will address misconceptions or fears that many may have concerning the Company's community presence. The dates and times of the seminars will be posted in the Berkshire Eagle the week prior to the event.

The executive management team of the company will develop its education and training seminars in order to ensure a comprehensive education useful to the public who are concerned about the industry's impact on the community or interested in taking part and being involved in the industry. Our job training programs will take place in the city of Pittsfield, an area of disproportionate impact. Not only will we encourage candidates in our job training program to fill positions at our own facility, we aim to help candidates find open gainful employment in the cannabis industry. The aim of the programs is to prepare non-employees of the company for gainful employment in the marijuana industry. We will further their chances of job placement by providing letters of recommendation and references attesting to their learned skills. Every individual that attends and completes the job trainings will fill out a contact form and waiver that will allow the company to follow up on the careers of these individuals and assess the impact of our training program.

J-B.A.M. intends to hold job training sessions semiannually or to meet the demands of the industry and the job market. The training sessions will be an intensive two-day weekend course from 10-5 on a consecutive Saturday and Sunday with lunch provided. The company will begin this process immediately on licensure. Documentation of each event, along with the proposed syllabus and any relevant materials shall be made available to the commission. At minimum,

Job Training events will be posted each week, for two weeks prior to the event in the local publication: The Berkshire Eagle. Specific populations of disproportionately affected area of Pittsfield will be targeted through publication, monthly until at least 20 spots are filled, of the job training program in local newspapers, such as the Berkshire Eagle, and community bulletins. In order to positively impact the disproportionately affected we will give selection preferences to those who fall into the following enumerated categories;

- Past or present residents of Pittsfield (where the company is headquartered), a geographic “areas of disproportionate impact,” which has been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
- Individuals, or individuals with spouses or parents, with past drug convictions, or;

Our Job training program shall provide opportunities to those who are interested in a career in the cannabis industry. While these programs are not meant to replace the mandated Responsible Vendor Training program, the lectures should allow candidates to better grasp the nuances of the industry and familiarize themselves with what is expected of them and the industry-standard protocols for achieving those goals.

Measurements

The Company intends to begin its community impact initiative beginning on the date of licensure and hopes to achieve the following one-year targets near the time for the renewal of the license:

1. J-B.A.M. hopes to hold at two educational seminars and two job training sessions within the first year of operation. The educational seminars will be open to at least 30 people. The job training sessions will graduate at least 20 trainees.
2. The company intends most, 50%, of its own workforce to fall into one of the enumerated categories above, as the facility is located within an area of disproportionate impact.
3. Similarly, the majority of applicants for the job training program will be comprised of the enumerated categories.

The job training program will be advertised locally in the area of disproportionate impact, through the use of newspapers and bulletin boards. The trainee class will be comprised of a majority of individuals from the aforementioned enumerated categories. Though, in order to quantitatively show progress in furthering the goal of positively impacting the disproportionately affect areas of Massachusetts the company shall grade its own efforts and provide documentation to the commission with the following information.

- Number of individuals hired and retained as employees at J-B.A.M.
- Number of individuals trained from the enumerated categories and overall.
- Number of individuals that attended the training that achieved gainful employment in the cannabis industry within 1 year from completing training from the enumerated categories and overall.
- Number and subject matter of job trainings offered and performed by our program.

J-B.A.M. has a plan to positively impact the disproportionately affected areas of Massachusetts by responding to the needs of the Pittsfield community, where the company is located. Our efforts in job growth and industry specific-training as well as seminars which

educate concerned and/or interested citizens about the practices of such a company in their community are the ways that J-B.A.M. will serve the Pittsfield Community.

The Company will adhere to the requirements set forth in 935 CMR 500.105(4), providing that the Company shall not engage in any prohibited advertising, branding, marketing, or sponsorship practices. The Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 31, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
J - B.A.M., INC.

is a domestic corporation organized on **May 14, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19100690640

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

Processed by:

BY-LAWS
OF
J – B.A.M., INC.

1. MEETINGS OF SHAREHOLDERS.

1.1 Annual Meeting. The Corporation shall hold an annual meeting of shareholders on the third Monday in February of each year or at such other time within six months after the end of the Corporation's fiscal year as shall be fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these By-Laws or the annual meeting is not held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

1.2 Special Meetings. Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10%, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

1.3 Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 1.11.

1.4 Requirement of Notice. A written notice of the date, time and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section 1.4 to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Section 3.

1.5 Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these By-Laws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be

delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.6 Quorum.

1.6.1 Unless otherwise provided by law, or in the Articles of Organization, these By-Laws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these By-Laws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, Massachusetts General Laws Chapter 156D, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

1.6.2 A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (a) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (b), in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

1.7 Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

1.8 Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these By-Laws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

1.9 Action Without Meeting by Written Consent.

1.9.1 Action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (a) by all shareholders entitled to vote on the action; or (b), to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section 1.9.1. A consent signed under this Section 1.9.1 has the effect of a vote at a meeting.

1.9.2 If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Section 3, of the action (a) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (b), if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

1.10 Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section 1.10 may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

1.11 Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors, any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (ii) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii), if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

1.12 Form of Shareholder Action.

1.12.1 Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (a) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (b) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

1.12.2 Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

2. DIRECTORS.

2.1 Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

2.2 Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these By-Laws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

2.3 Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c), if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

2.4 Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

2.5 Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

2.6 Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

2.7 Removal. The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

2.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting. If a quorum of Directors is present, the annual meeting of the Board of Directors, for the appointment of officers and consideration of

other matters, shall be held without notice immediately after the annual meeting of shareholders and at the same place.

2.9 Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

2.10 Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Section 3.

2.11 Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director, at the beginning of the meeting or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.12 Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

2.13 Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

2.14 Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.14 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.14 has the effect of a meeting vote and may be described as such in any document.

2.15 Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

2.16 Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Section 3 and Sections 2.10 through 2.15 of these By-Laws shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal By-Laws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors.

2.17. Compensation. The Board of Directors may fix the compensation of Directors.

2.18 Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of, a Director unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section 2.18 shall not affect the borrower's liability on the loan.

3. MANNER OF NOTICE.

All notices hereunder shall conform to the following requirements:

3.1 Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

3.2 Notice may be communicated as follows: (a) in person; (b) by telephone, voice mail or other electronic means; (c) by mail; (d) by electronic transmission; or (e) by messenger or delivery service.

3.3 Written notice to a shareholder, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

3.4 Written notice by electronic transmission, if in comprehensible form, is effective: (a) if by facsimile telecommunication, when directed to a number furnished by the shareholder

for the purpose; (b) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (c) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (d) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

3.5 Except as provided in Section 3.3, written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (a) when received; (b) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, or (d), if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee.

3.6 Oral notice is effective when communicated if communicated in a comprehensible manner.

4. OFFICERS.

4.1 Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these By-Laws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these By-Laws.

4.2 Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these By-Laws or, to the extent consistent with these By-Laws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

4.3 Qualification. The same individual may simultaneously hold more than one office in the Corporation.

4.4 Tenure. Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

4.5 Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending

vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date.

4.6 Removal. The Board of Directors may remove any officer at any time with or without cause.

4.7 President. The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

4.8 Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to foregoing as the Directors may designate.

4.9 Secretary. The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

5. PROVISIONS RELATING TO SHARES.

5.1 Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

5.2 Share Certificates. The shares of the Corporation shall be represented by certificates in the form approved by the Board. At a minimum, each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of the Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in

facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

5.3 Record and Beneficial Owners. The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

5.4 Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

6. CORPORATE RECORDS.

6.1 Records to be Kept.

6.1.1 The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

6.1.2 The Corporation shall keep within the Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its Secretary, Assistant Secretary or registered agent:

6.1.2.1 the Corporation's Articles of Organization or Restated Articles of Organization and all amendments thereto currently in effect;

6.1.2.2 the Corporation's By-Laws or restated By-Laws and all amendments to them currently in effect;

6.1.2.3 resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

6.1.2.4 the minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting, for the past three years;

6.1.2.5 all written communications to shareholders generally within the past three years, including the financial statements of the Corporation furnished under Section 16.20 of the MBCA for the past three years;

6.1.2.6 a list of the names and business addresses of the Corporation's current Directors and officers; and

6.1.2.7 the Corporation's most recent annual report delivered to the Massachusetts Secretary of State.

6.2 Inspection of Records by Shareholders.

6.2.1 A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 6.1.2, copies of any of the records of the Corporation described in Section 6.1.2 if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy such records.

6.2.2 A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of Section 6.2.3 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy such records:

6.2.2.1 excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under Section 6.2.1;

6.2.2.2 accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

6.2.2.3 the record of shareholders described in Section 6.1.1.

6.2.3 A shareholder may inspect and copy the records described in Section 6.2.2 only if:

6.2.3.1 his or her demand is made in good faith and for a proper purpose;

6.2.3.2 he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

6.2.3.3 the records are directly connected with his or her purpose; and

6.2.3.4 the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

6.2.4 For purposes of this Section 6.2, "shareholder" includes a beneficial owner whose shares shall be held in a voting trust or by a nominee on his or her behalf.

6.3 Scope of Inspection Right.

6.3.1 A shareholder's agent or attorney shall have the same inspection and copying rights as the shareholder represented.

6.3.2 The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation, including copies furnished through an electronic transmission.

6.3.3 The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to a shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

6.3.4 The Corporation may comply at its expense with a shareholder's demand to inspect the record of shareholders under Section 6.2.2.3 by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

6.3.5 The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

6.4 Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

7. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Corporation shall indemnify, to the fullest extent permitted by Massachusetts law, each person who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity. The Corporation shall not be obligated, however, to advance funds to pay for or reimburse expenses unless the Board of Directors authorizes such payment for or reimbursement of expenses in a particular instance pursuant to Section 8.53 of the MBCA. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or

beneficiaries of the plan. “Director” or “officer” includes the estate or personal representative of a Director or officer.

8. FISCAL YEAR.

The fiscal year of the Corporation shall be the year ending with December 31 in each year.

9. AMENDMENTS.

9.1 The power to make, amend or repeal these By-Laws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these By-Laws, requires action by the shareholders.

9.2 Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these By-Laws. Any action taken by the Board of Directors with respect to these By-Laws may be amended or repealed by the shareholders.

9.3 Approval of an amendment to these By-Laws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these By-Laws and also the particular quorum and voting requirements sought to be changed or deleted.

9.4 A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

9.5 A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to Section 9.1.

9.6 If the Board of Directors is authorized to amend these By-Laws, approval by the Board of Directors of an amendment to these By-Laws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these By-Laws, and also the particular quorum and voting requirements sought to be changed or deleted.

Adopted: May 13, 2019



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



J-B.A.M. INC.
71 DOWNING PKWY BLDG A
PITTSFIELD MA 01201-3882

900000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, J-B.A.M. INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

DF
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Correction (General Laws Chapter 156D, Section 1.24, 950 CMR 113.12)

FORM MUST BE TYPED

(1) Exact name of corporation: J - B.A.M., Inc.

(2) Registered office address: 66 West Street, Suite 300, Pittsfield, MA 01201
(number, street, city or town, state, zip code)

(3) Describe the document to be corrected*: Articles of Organization

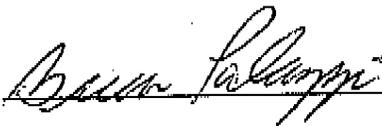
(4) Date the document was filed: May 14, 2019
(month, day, year)

(5) Specify the typographical error, the incorrect statement and the reason it is incorrect, or the manner in which the execution was defective: Article VIII, Paragraph c. incorrectly states that Anthony Palazzi is a director of the corporation.

(6) Correction of the typographical error, incorrect statement or defective execution: Article VIII, Paragraph c. as corrected, should provide that the following individuals are directors of the corporation:

Brian E. Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029

Monique Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029

Signed by: 
(signature of authorized individual)

- Incorporator,
- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

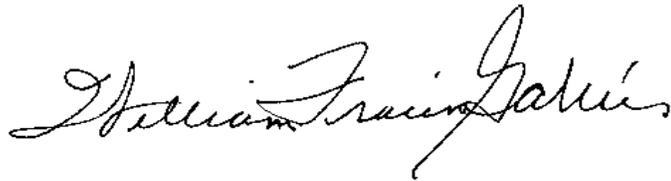
on this 4th day of November, 2019

* or attach a copy of the document to these articles

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:

November 06, 2019 06:38 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:

J - B.A.M., Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Not applicable

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None

ARTICLE VI

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

See Continuation Sheet VI attached hereto and made a part hereof.

Articles of Organization of J - B.A.M., Inc.
Continuation Sheet VI

1. Minimum Number of Directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.
2. Personal Liability of Directors to Corporation. No director shall have personal liability to the corporation for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided however, that, to the extent required by applicable law, this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts or successor provisions thereto, or (d) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any act or omission of such director occurring prior to such repeal or amendment.
3. Authorization of Directors to Make, Amend or Repeal By-Laws. The board of directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the by-laws requires action by the shareholders.

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
66 West Street, Suite 300, Pittsfield, MA 01201
- b. The name of its initial registered agent at its registered office: Cain, Hibbard & Myers, PC
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Brian E. Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029

Treasurer: Monique Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029

Secretary: Monique Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029

Director(s): Brian E. Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029
Monique Palazzi, 724 Tolland Road, Otis, MA 01029; mailing address P. O. Box 311, East Otis, MA 01029
Anthony Palazzi, 73 Dickinson Drive, Granville MA 01034

- d. The fiscal year end of the corporation: December
- e. A brief description of the type of business in which the corporation intends to engage: The corporation is being formed for the purpose of applying to the Massachusetts Cannabis Control Commission for a license for marijuana cultivation.
- f. The street address of the principal office of the corporation: c/o Cain, Hibbard & Myers, PC, 66 West Street, Suite 300, Pittsfield, MA 01201
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

c/o Cain, Hibbard & Myers, PC, 66 West Street, Suite 300, Pittsfield, MA 01201, which is
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 13th day of May, 2019 by the incorporator(s):

Signature: F. Sydney Smithers

Name: F. Sydney Smithers, Esq.

Address: Cain, Hibbard & Myers, PC, 66 West Street, Suite 300, Pittsfield, MA 01201

THE COMMONWEALTH OF MASSACHUSETTS

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

May 14, 2019 03:36 PM

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

WILLIAM FRANCIS GALVIN

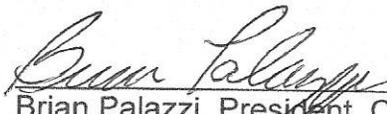
Secretary of the Commonwealth



March 14, 2020

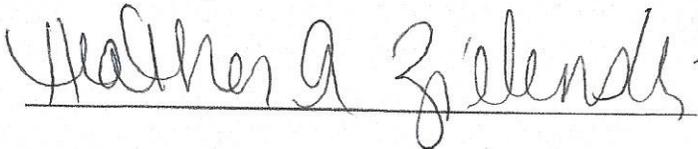
To Whom It May Concern;

J-B.A.M. is attesting that they cannot provide a certificate of good standing from the Department of Unemployment Assistance, as they are unable to register with the Department of Unemployment Assistance until they begin hiring employees. J-B.A.M. will submit a certificate of good standing from the Department of Unemployment Assistance once they begin hiring employees and are able to register with the Department of Unemployment Assistance. 935 CMR 500.101(1)



Brian Palazzi, President, CEO
J-B.A.M.

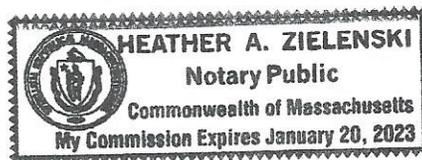
Witnessed by:



PO Box 311, East Otis, MA 01029
(860) 402-0605

On this 16 day of March, 2020, before me, the undersigned notary public, personally appeared Brian E Palazzi proved to me through satisfactory evidence of identification, which were MADL, to be the person whose name is signed on the attached document in my presence.

Heather A Zielenski
Heather A Zielenski
Hampden County



Cannabis Cultivation Facility Business Plan in Pittsfield, Massachusetts

Executive Summary

J – B.A.M., INC. desires to open an adult-use cannabis manufacturing facility which will cultivate cannabis safely along with offering a variety of community impact plans and will bring an infusion of capital into the local economy. J – B.A.M., INC. will cultivate small batch high quality adult-use cannabis under a tier 1 cultivation license. The company intends to earn a stable return with a commodity that is relatively insulated from short-term market forces, for high quality small batch adult-use marijuana having shown to fare far better during periods of over saturation which may occur the market grows, allowing the company to focus on a safe high-quality product being supplied to Massachusetts consumers. The 16,000 sq. ft indoor cannabis cultivation facility at 71 Downing, in an industrially zoned area of Pittsfield MA, shall create 6-10 well-paying jobs and various local contracts throughout the life of its operation. J – B.A.M., INC. has completed site plan review, is in possession of the real estate via a long term lease, and has secured a host community agreement with The City of Pittsfield.

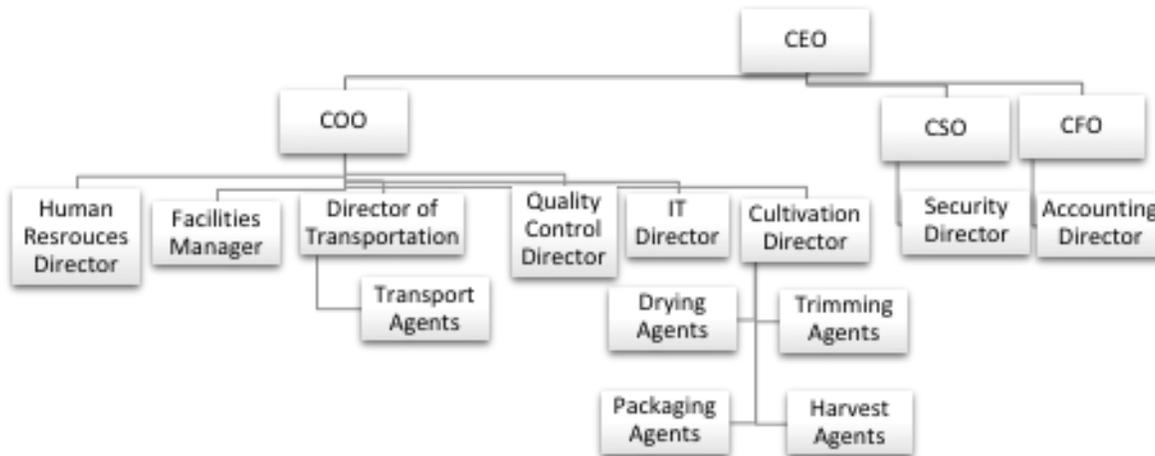
Business Summary

J – B.A.M., INC. was formed for the sole purpose of applying for and receiving authorization to open and operate a Cultivating Marijuana Establishment in the State of Massachusetts. The Company will be a boutique marijuana business that solely cultivates marijuana for adult use markets of Massachusetts. J – B.A.M., INC. has assembled, and will continue to recruit a qualified team of successful cannabis industry professionals committed to serving the market and consumers of Massachusetts by providing them with access to safe, high-quality marijuana products. The husband-wife ownership team rely on their years of experience, with managing teams in a highly technical industry and overseeing a number of commercial businesses. Brian Palazzi has worked in aerospace industry for more than 35 years. His wife, Monique Palazzi has over 20 years of experience as a commercial business owner/operator. Together the husband-wife team have the experience, expertise, and skills required to operate a successful cultivation facility.

Organizational Structure

J – B.A.M., INC.'s staff and organizational structure shall be described in the following chart. For the small boutique nature of the cultivation facility, many of the roles and responsibilities may overlap and justifiably fall to fewer people than the number of positions outlined in the chart. The major responsibilities shall be divided between the ownership, with Brian Palazzi acting as CEO, and Monique Palazzi acting as CFO. Further, each of the C-Suite shall not only be responsible for the departments under their

control, instead; until a staff has been sufficiently trained to occupy directorial or managerial positions, the members of the C-Suite shall occupy some directorial or managerial positions as needed.



Business Plan

J – B.A.M., INC. is committed to operating a professionalized top grade cannabis cultivation facility that will produce the highest grade, craft cannabis in small batches to retailers, manufacturers, and eventually to the consumers of Massachusetts. The idea of producing in a craft a style allows for an optimal quality to be achieved over moderate quantity, allowing J – B.A.M., INC. cannabis to remain sought after by consumers, and in demand by licensed cannabis processors, who will purchase only top grade cannabis products. This will further allow J – B.A.M., INC. to maintain a more favorable price point in relation to the rest of the Massachusetts Cannabis Market as the industry evolves and stabilizes over time. There will be a portion of the market that will demand only the highest quality cannabis products, and for J – B.A.M., INC.s specific cultivation practices, this demand will be satisfied by J – B.A.M., INC.'s product in exchange for a higher price point. J – B.A.M., INC. does not intend to become the Budweiser or Walmart of cannabis, in that the company intends to remain true to their craft cultivation practices and focus on high quality along with safe practices. The company aspires to remain a family run business with core values of providing the finest cannabis in Massachusetts by growing rare, premium varieties on a small batch scale with a focus on every single plant grown; all the while understanding the nature of the industry mandates undaunting and vigilant attention to every detail from when a seed is sprouted to when a finished flower is packaged and ready for consumption.

With this philosophy J – B.A.M., INC. is more protected from market volatility, saturation, over supply, and stagnation, as well as the operational difficulties associated with larger, harder to manage facilities. J – B.A.M., INC. will build a small but loyal

customer base that will consistently purchase their products for their high quality and dedication to small batch craft product, thus insulating the company from a down market, reducing risk of overstock, or aggregating too much inventory at their facility. However, J – B.A.M., INC. has studied the market, and though currently there is no oversupply issue, J – B.A.M., INC. understands the possibility of such an issue as per the natural growing pains of any industry, thus it is in here at to any long term business plan to accommodate and address such an issue. The current market pricing, in Massachusetts, of bulk cannabis per pound more than covers the costs of the growing operation and provides the opportunities for significant profits. Furthermore, for the purposes of our financial model we've remained conservative in overestimating our expenditures and costs of operating while keeping the wholesale price point well below current market and most likely below market into the future, especially given the volume of cannabis J – B.A.M., INC. will produce coupled with the top shelf quality and associated pricing. We have studied more mature markets and have found even in the most down, oversaturated markets, such as Oregon since 2015; the highest quality premium products that are produced in small quantities are able to hold their price position.

The company will employ the use of energy efficient LED lighting, and hydroponic growing methods in automated, environmentally controlled grow areas. Individual pre-fabricated grow modules will be built to the company's specifications by a third party company and will be delivered turn key before operations are set to commence. This allows J – B.A.M., INC. to accelerate speed to market while curbing costs of building and reduce its environmental impact.

J – B.A.M., INC. understands the need not only to take great care during the cultivation cycle but also remain vigilant post-harvest to ensure the quality and integrity of their products remain exemplary throughout the harvesting, drying, trimming, curing, and packaging stages of their top grade cannabis flower. Harvesting will be done by hand at the peak of the plant's productive life cycle, product will be slow-dried and cured for optimum retention of cannabinoids, terpenoids, and flavonoids, now scientifically recognized as hallmarks of high-quality cannabis product. This product shall be handled carefully and diligently through the remaining stages of manufacture in order to ensure an undamaged and non-degraded batch will be sent out to clients post-harvest, and eventually consumers. It is J – B.A.M., INC.'s focus to ensure the cleanest, safest, highest quality cannabis on the market at all times, and the company will take great care in ensuring industry leading quality product harvest upon harvest. As of current, J – B.A.M., INC. is in talks with licensed retailers and processors and is near to securing long term purchase and supply agreements with preferred business to business customers in Massachusetts, to be executed when operational.

Business Model

The Company will operate as a boutique marijuana cultivation business, selling solely into the bulk wholesale markets. The Company has assembled a team of experienced professionals and has the financial wherewithal to successfully execute in this capacity. The Company has identified the marijuana patients of Massachusetts, the Company's agents, and the City of Pittsfield as stakeholders in the Company who are entitled to derive value from its operations, whether through economic stimulation or by the generation of higher quality product.

Products Overview

The Company will grow some of the fastest growing, highest yielding, and best quality strains of marijuana on the market. All of the Company's product will be prepared by highly-trained technicians in a state-of-the-art cultivation facility and in accordance with the highest standards for quality and cleanliness with the utmost focus on the health and safety of the public in mind. Below is a brief description of the products the Company will offer to Massachusetts's consumers:

Marijuana Flower:

Once grown to maturity, marijuana flowers are harvested, dried and cured. After the flower has been properly dried and cured, marijuana flowers are moved to the Packaging & Labeling Area of the facility where the flower will be weighed and packaged. Marijuana flowers are categorized as Sativas, Indicas, and Hybrids. Flower will be sold in bulk and wholesale in 1 lb. packages only.

To accommodate the demands of the state's consumers, it will be necessary to grow a variety of strains with differing cannabinoid and terpene profiles. Each strain selected by the Company's Cultivation Director to be grown by our team has been shown to effectively target one of the many niche areas in the non-edible dry flower markets . Certain strains are known to produce different effects on its consumers. The following is a select list of varieties that the facility seeks to cultivate:

- Cannatonic (CBD)
- Otto (CBD)
- Blue Dream (H)
- Jack Herer (S)
- OG Kush (H)
- Stardawg (H)
- Island Sweet Skunk (S)
- Northern Lights (I)
- Bubba Kush (I)

Financials

The financial model attached is intended to provide high level information related to a cannabis grow operation. All numbers are estimates based on the size of the proposed grow operation and marketplace factors. Assumptions are provided for certain categories that were used in arriving at the estimated amounts. External factors including government regulations, market forces, labor costs, and/or availability of resources may cause material changes to financial estimates. The client is advised to consult their tax professionals to fully understand considerations related to the cannabis business. This analysis does not constitute tax advice or make any warranties that should be relied upon with respect to tax laws.

However, the following will be generally true with respect to the proposed cannabis business, and the financial model is guided by the assumptions made below :

- Capital financing is generally not as available for property, plant & equipment as with most other businesses
- All funding will be provided by the ownership with the exception of loans made to the business by friends and family.
- The only allowable deductions may be Cost of Goods Sold in arriving at taxable income
- Banking is typically limited to certain institutions and more expensive

Structure of Financial Model

The financials are set to begin in year 0, where the application is being constructed, submitted and approved. This period estimates the time between when the Commission is to receive the application and when a provisional license is granted. Due to the nature of uncertainty in estimating the grant of a license the model uses numerical months and years in lieu of calendar months and years. Year 1 shall outline the portion of time between provisional to operational, including a buildout phase, staff training, and general business set-up. Year 2 shall see the beginning of the cultivation cycle and generate revenue 6 months into Year 2, and forward indefinitely. The figures are estimated based on experience; though for their speculative nature should naturally only be taken as educated estimates.

Budgeting Notes & Assumptions

Revenue

- At full production, annual revenue is estimated at \$3,120,000 (\$260,000 monthly)
- Full production monthly revenue estimate, conservatively taken, is comprised of \$250,000 monthly revenue for “Bud” and \$10,000 monthly revenue for “Trim”
- Revenue is estimated based on the following being produced every two weeks:

- 50 lbs. of “Bud” at \$2,500 per pound (current MA rate is \$3200-\$4200 for top end)
- 10 lbs. of “Trim” at \$500 per pound
- The revenue estimate calculated at four weeks per month (48 total weeks) in order to be conservative and allow for variances (actual revenue may reflect 52 weeks)
- Market conditions, state regulatory requirements and/or changes to federal law may also affect revenue in future years in either direction
- As it will take approximately one year from project commencement to begin growing, no revenue is estimated for Year 1

J – B.A.M., Inc. Financial Model				
ACCOUNT NAME	Year 0	Year 1	Year 2	Year 3
Volume (lbs)				
Flower	0.00	0.00	700.00	1,200.00
Trim	0.00	0.00	140.00	240.00
Price per Unit				
Flower	2,500.00	2,500.00	2,500.00	2,500.00
Trim	500.00	500.00	500.00	500.00
Revenue				
Flower	0.00	0.00	1,750,000.00	3,000,000.00
Trim	0.00	0.00	70,000.00	120,000.00
Total Revenue	0.00	0.00	1,820,000.00	3,120,000.00
Total Prebuild Capital Expenses	55,202.00	162,749.92	0.00	0.00
Total Other Capital Expenses	0.00	1,180,400.00	0.00	0.00
Total Cost of Goods Sold	0.00	312,501.30	1,591,405.20	1,640,878.32
Gross Margin (Revenue Less COGS)	0.00	(312,501.30)	228,594.80	1,479,121.68
Total Variable Costs	0.00	4,982.00	45,376.00	35,792.00
EBIDTA	0.00	(317,483.30)	192,548.80	1,443,329.68



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

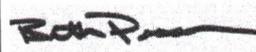
PRODUCER License # 19001818 Pearson Wallace Insurance LLC 25 Henry Ave Pittsfield, MA 01201	CONTACT NAME: PHONE (A/C, No, Ext): (413) 464-9390		FAX (A/C, No): (413) 464-0625
	E-MAIL ADDRESS: beth@pearsonwallace.com		
INSURED J-B.A.M., Inc. PO Box 311 East Otis, MA 01029	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United National Insurance Company		
	INSURER B : Benchmark Insurance Company		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CAN0005704/CAN0005704	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAN0005704/CAN0005704	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			BCTS213632-00	3/15/2021	3/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Cannabis Control Commission Union Station 2 Washington Square Worcester, MA 01604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Separating Recreational from Medical, not applicable

The applicant, J-B.A.M., seeks only a cultivation license under 935 CMR 500, and thus shall not cultivate any cannabis for use medically. Compliance with the regulations, for cultivating marijuana, requiring the separation of recreational and medical cannabis; this shall be completed, by default, for the non-production of medical cannabis. There is no necessity for J-B.A.M. to consider policies or procedures for separating recreational and medical cannabis practice. This document provides notice of J-B.A.M.'s default compliance with the CCC's requirement that recreational and medical cultivation practices are separated, by nature of the non-cultivation of medical cannabis.



Policy for Restricting Access to Age 21 and Older

Cultivation

J-B.A.M, Inc.'s 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. J-B.A.M, Inc's management and security teams are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of the facility are over the age of 21.

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

Definitions:

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

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

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

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by J-B.A.M, Inc for the transportation of Marijuana. Our cultivation facility allows only the following individuals access to our facility:

1. J-B.A.M, Inc Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of J-

B.A.M, Inc Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.

2. All J-B.A.M, Inc visitors (including outside vendors and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access. After the age of the visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment agent that is authorized to enter the limited access area. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exiting the facility. The visitor log will always be available for inspection by the Commission.
3. J-B.A.M, Inc will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - a. Agents of the Commission;
 - b. Commission Delegees;
 - c. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
 - d. Police and Fire departments, and emergency medical services acting in the course of their official capacity.



Quality Control and Testing Policy and procedure

J-B.A.M. 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. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

Definitions:

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (MTC), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the

mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Production Batch means a batch of finished plant material, made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

J-B.A.M. is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. J-B.A.M. is committed to utilizing Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

J-B.A.M. will also implement an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of J-B.A.M.’s cultivation facility. J-B.A.M. will utilize best industry practices when it comes to quality control and product testing.

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*.

All products that J-B.A.M. will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy. J-B.A.M. will not sell or otherwise market marijuana 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.

J-B.A.M. 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 and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). J-B.A.M. will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b)

of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. We will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. J-B.A.M. understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Quality Control – Sanitation Standard Operating Procedure (SOP)

Facility

J-B.A.M.'s cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

Only the leaves and flowers of the female marijuana plant will be processed in a safe and sanitary manner as prescribed below:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

The facility sanitation requirements are outlined below:

1. All product contact surfaces are smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must 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.
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 production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. J-B.A.M. will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment are installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. J-B.A.M. will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

10. The facility water supply comes from the City of Pittsfield municipal water supply and is sufficient for necessary operations. 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. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There are no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
11. All storage areas are 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. All entrance and exit doors to the facility are self-closing and rodent proof. Vinyl split curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Indoor only footwear has been issued to all employees to cut down on dust and debris contamination.
2. Employee and visitor gowning will be required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility, either scrubs or sterile clothing. Visitors are required to secure personal belongings and don sterile clothing or suits and disposable boot covers.
3. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
7. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests
8. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are held and stored in an area away from production, processing and storage areas to protect against contamination of marijuana.

Sanitation

All marijuana products are prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms are utilized for finished marijuana products.
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.
 3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
 4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a ultrasonic cleaner will be used.
 - a. The sanitizing compartment shall be large enough to hold the largest piece of equipment.
 - b. Manual Sanitizing Procedure
 - i. Clean any gross solids off the equipment and dispose of them in appropriate waste receptacle.
 - ii. Disassemble any equipment as necessary to clean all surfaces.
 - iii. Place the equipment in the ultrasonic cleaner.
 - iv. Operate the ultrasonic cleaner according to all use instructions.
 - v. Dry any equipment if necessary
 - vi. Re-assemble the equipment.
 - c. Product Preparation Surfaces- These surfaces are 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.

- i. Prescrape surface to remove gross soils.
- ii. Wash surface with recommended strength solution of pot & pan detergent.
- iii. Rinse with water and wipe dry.
- iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

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 by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination 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 Board of Health.
 - b. J-B.A.M. will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health of the Commission.
 - c. J-B.A.M. 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.
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. J-B.A.M. Agents shall conform to sanitary practices while on duty, including:
 - a. Maintain adequate personal cleanliness:

Grooming:

- 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) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. 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 leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.

- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

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. J-B.A.M. facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

J-B.A.M. will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that J-B.A.M. will manufacture. Once operational J-B.A.M. will:

1. Assemble the HACCP team.
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

J-B.A.M. will provide training and training opportunities to all of its employees. In addition to required training, J-B.A.M. will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety 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. All employees engaging in the trimming or 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 plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be 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 plant safety 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.
9. File documentation in HACCP records.

Testing of Marijuana

No 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. Testing of marijuana shall be performed by an Independent Testing Laboratory in compliance with the protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the "*Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*" published by the Commission.

J-B.A.M. will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that J-B.A.M. contracts with will be Licensed by the Commission prior to J-B.A.M. contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with J-B.A.M. policies and procedures and 935 CMR 500.105(13) if applicable.
2. J-B.A.M. will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess J-B.A.M. 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 J-B.A.M. facility for disposal or by the Independent Testing Laboratory disposing of it directly.

J-B.A.M. will not sell or otherwise market for adult use any Marijuana that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Pursuant to 935 CMR 500.130(4) J-B.A.M. will provide documentation of our compliance, or lack thereof, with the testing requirements, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation to all marijuana establishments that we sell or otherwise transfer marijuana to.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Commission including, but not limited to:
 - a. Mold

- b. Mildew
- c. Heavy metals
- d. Plant-Growth Regulators and
- e. Pesticides

J-B.A.M. will maintain the results of all testing for no less than one year. All testing results shall be valid for one year.

All testing will be conducted in accordance with the frequency required by the Commission.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a J-B.A.M. marijuana product sample has contaminant levels above the acceptable limits established in the Commission protocols identified in 935 CMR 500.160(1) – J-B.A.M. will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch, if applicable and allowed
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
 - a. J-B.A.M. Cultivation Manager or CEO will:
 - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
 - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission
 - iii. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. In the case of any test result that indicates that a J-B.A.M. marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.

- b. The assessment should include a corrective action plan and be shared as a training tool with all J-B.A.M. Agents.
5. Marijuana submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Miscellaneous Marijuana Testing Requirements

1. Clones are subject to these testing provisions but are exempt from testing for metals.
2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).
3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12) by the Independent Testing Laboratory disposing of it directly.
5. J-B.A.M. will not sell or otherwise market Marijuana for adult use that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Environmental Media Testing

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid environmental media/soil.
4. Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless;
 - a. The stockpile has been contaminated or altered while stored.
5. Situations for re-analysis may include but are not limited to soils that have been;
 - a. Amended;
 - b. Mixed with other source soils/solids;
 - c. Subject to pesticide application;
 - d. Used for other purposes; or
 - e. Inundated by flood waters.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker and Sample Container (provided by CDX Labs)

Sampling of Environmental Media for Testing

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. J-B.A.M. has contracted with NE Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the *“Sampling Instructions for Massachusetts DPH Medical Marijuana Program”* form from NET Labs.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

1. Label
 - a. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler’s initials.
2. Fill out the Chain of Custody
 - a. List the same info on the chain of custody
 - b. One sample ID goes on one line
 - c. Check the appropriate boxes
 - d. Make sure date and time stamp are filled in
3. Sampling
 - a. Fill the Ziploc sample bag with 8 oz. of soil/media
 - b. Tightly seal the sample bag
4. Storing Sample
 - a. Store samples in a cool, dry location until samples are picked up by a NET Lab courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.

Sampling of Water for Testing

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. J-B.A.M. has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* J-B.A.M. will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the *“Sampling Instructions for Marijuana Testing”* form below from NET Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and
3. Bacteriological

Collecting Water Samples

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The QA Manager or designee will assemble all equipment and information needed before beginning.
 - a. Items to assemble before sampling include, but are not limited to, the following:
 - i. Sample collection plan or diagram of locations to ensure representative sample collection
 - ii. Logbook or sample collection forms
 - iii. Chain-of-custody forms (COCs) (See below)
 - iv. Disposable gloves
 - v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
 - vi. Sample containers appropriate for the analyses required;
 1. These will be supplied by the lab.
 - vii. Container labels and pen with indelible ink; and
 - viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
 - b. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
 - c. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
 - d. Sample collection personnel shall identify or determine the number and location of water samples to be collected

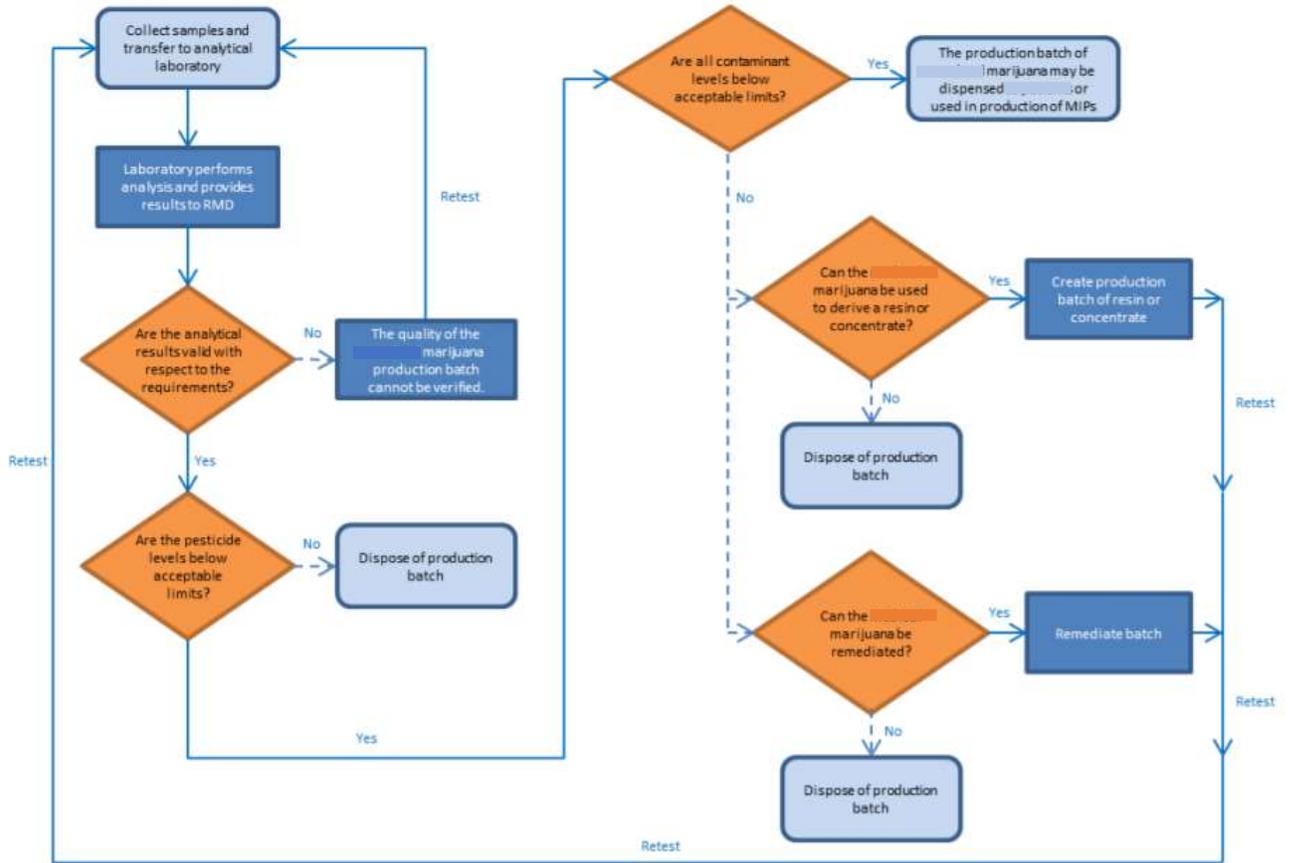
- i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
 - ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
 - iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
 - e. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
 - f. Preparing sample labels and affixing them to sample containers immediately before sampling.
 - i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
3. Sample Collection. Collect the planned samples from each sample location one at a time:
 - a. Don gloves to mitigate potential for contamination of samples.
 - b. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
 - c. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
 - d. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
 - e. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
 - f. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure than the tap or spigot does not contact the sample container.

- g. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
 - h. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
 - i. Chain-of-custody paperwork should be completed immediately prior to shipment.
4. Sample Handling
- a. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
 - b. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
 - c. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
 - d. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.
5. Sample Storage
- a. Samples should be refrigerated or maintained on ice ($4\text{ }^{\circ}\text{C} \pm 2^{\circ}\text{C}$) until they are shipped to the analytical laboratory.
 - b. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
 - c. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
 - d. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

Quality Control (QC)

1. Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected.
2. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.
3. Field duplicate samples will not be identified to the laboratory (blind QC).

Actions in Response to Laboratory Analytical Results





J-B.A.M Personnel and Background Check Policy

Intent

To provide clear and concise instructions for J-B.A.M employees regarding Personnel Policies that are compliant with the regulations.

J-B.A.M 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

J-B.A.M 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 J-B.A.M agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with J-B.A.M 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 J-B.A.M 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 J-B.A.M Management agents who require access. These records will be made available for inspection by the Commission upon request.

J-B.A.M Agents

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

All J-B.A.M 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.

J-B.A.M will submit to the Commission an application for every J-B.A.M Agent, this application will include;

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

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

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

J-B.A.M will notify the Commission no more than one business day after any J-B.A.M 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, J-B.A.M will renew each J-B.A.M 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 J-B.A.M Agent registration card, J-B.A.M 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

J-B.A.M 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 J-B.A.M will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
 - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
 - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

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

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

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

Equal Opportunity Employment Policy

It is the policy of J-B.A.M 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.

J-B.A.M 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, J-B.A.M will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on J-B.A.M 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 J-B.A.M in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), J-B.A.M provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. J-B.A.M may require medical certification of both the disability and the need for accommodation. Keep in mind that J-B.A.M 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. J-B.A.M 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

J-B.A.M 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 J-B.A.M employees to perform their expected job duties will not be tolerated.

It is illegal and against J-B.A.M 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. J-B.A.M will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

J-B.A.M 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.

J-B.A.M 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

J-B.A.M 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. J-B.A.M 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. J-B.A.M will provide reasonable accommodations to any persons with disabilities who require them, who

advise J-B.A.M 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

J-B.A.M 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 J-B.A.M premises or while using J-B.A.M 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, J-B.A.M will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If a J-B.A.M 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

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

1. J-B.A.M Mission and Vision
2. Organizational Structure
3. General Employment Policies

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



Record Keeping

Policy and Procedure

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

I. Intent

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

To provide clear and concise instructions for J-B.A.M. employees regarding Record Keeping that are in compliance with the Regulations

II. Purpose

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

III. Access to the Commission

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

IV. Types of Records (Adult Use)

The following records will be maintained and stored by J-B.A.M. and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.

- d. Storage of marijuana in compliance with 935 CMR 500.105(11);
- e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators

could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

- iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. Operating procedures as required by 935 CMR 500.130(5)

- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
- b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
- c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
- f. Policies and procedures for the transfer, acquisition, or sale of marijuana products
- g. between Marijuana Establishments.

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

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

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

- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

- ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures; and
 - e. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
- a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
7. Waste disposal records as required under 935 CMR 500.105(12); and
8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

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

Incident Reporting

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



Maintaining Financial Records Policy and Procedure

I. Intent

J-B.A.M 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 J-B.A.M 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 J-B.A.M 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 J-B.A.M financial/business records will be available for inspection to the Commission upon request.
2. J-B.A.M 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 J-B.A.M will incorporate the following into our business operations;

1. J-B.A.M will keep duplicate backup files of all payroll and human resources materials to assist in Human resources management and payroll services for our employees and ensure continuity
2. J-B.A.M has and will maintain a banking relationship with Northern Bank to provide banking services for our company.
3. J-B.A.M will use up to date financial software programs for all financial transactions.
4. J-B.A.M 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 J-B.A.M 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 J-B.A.M finances (books).
6. J-B.A.M will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each inventory recording station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

J-B.A.M 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")

J-B.A.M 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, J-B.A.M 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

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

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected, if applicable. Along with the data in the POS system, J-B.A.M will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.

2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due, if any,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.
3. J-B.A.M 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. J-B.A.M will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
 - a. J-B.A.M will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. J-B.A.M may utilize a sales recording module approved by the DOR.
 - c. J-B.A.M will not utilize software or other methods to manipulate or alter sales data.
 - d. J-B.A.M 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. J-B.A.M will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If J-B.A.M 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. J-B.A.M will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. J-B.A.M will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. J-B.A.M will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000



Qualifications and Training Policy and Procedure

I. Intent

J-B.A.M., Inc. is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

This policy has been created to provide clear and concise instructions for J-B.A.M., Inc. 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 J-B.A.M., Inc. Agents

The minimum requirements to become a J-B.A.M., Inc. Marijuana Establishment Agent (“J-B.A.M., Inc. Agent”) are outlined below. J-B.A.M., Inc. board members, directors, employees, executives, managers or volunteers will register with the Commission as a J-B.A.M., Inc. 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.

J-B.A.M., Inc., Agents must;

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

J-B.A.M., Inc., will develop a job description for all positions with the company. While all J-B.A.M., Inc., Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

III. Required Training for J-B.A.M., Inc. Agents

Pursuant 935 CMR 500.105(2)(a) and (b), J-B.A.M., Inc., will ensure all J-B.A.M., Inc., Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. As a CMO, J-B.A.M., Inc., will train all agents who are both an ME agent and a marijuana establishment in 935 CMR 500.105(2)(a) and (b); ME Agent Training, including training regarding privacy and confidentiality requirements for Agents. Agents responsible for tracking and entering product into the Biotrack THC 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. Terminable 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 J-B.A.M., Inc., Agents will receive a minimum of 8 hours of training annually.

5. J-B.A.M., Inc., will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Training File. Training records will be retained by J-B.A.M., Inc., for at least seven year after agents' termination.
6. J-B.A.M., Inc., will require all of its Agents, Owners and Managers to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor".
 - a. After the responsible vendor designation is applied each J-B.A.M., Inc., owner, manager, and Agent involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, J-B.A.M., Inc., will allow and encourage them to attend on a voluntary basis.
 - c. J-B.A.M., Inc., 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.