Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281453

Original Issued Date: 01/14/2019

Issued Date: 01/14/2021

Expiration Date: 01/20/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: RISE Holdings, Inc.

Phone Number: 312-471-6720 **Email Address:** licensing@gtigrows.com

Business Address 1: 325 W. Huron Street **Business Address 2:** Suite 700

Business City: Chicago **Business State:** IL **Business Zip Code:** 60654

Mailing Address 1: 325 W. Huron Street **Mailing Address 2:** Suite 700

Mailing City: Chicago **Mailing State:** IL **Mailing Zip Code:** 60654

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201870

RMD INFORMATION

Name of RMD: RISE Holdings, Inc.

Department of Public Health RMD Registration Number: 32

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

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

Role: Director **Other Role:** President, Treasurer, and Secretary of Rise Holdings, Inc.; Chief Executive Officer and Chairman of Green Thumb

Industries, Inc.

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), American Indian or Alaska Native, Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

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

Role: Director **Other Role:** Chief Financial Officer and Director of Green Thumb Industries, Inc.

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

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

Role: Director **Other Role:**

First Name: Andrew **Last Name:** Grossman **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

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

Role: Executive / Officer **Other Role:**

First Name: Dina **Last Name:** Rollman **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:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: GTI Core, LLC **Entity DBA:** **DBA City:**

Entity Description: 100% Owner of Rise Holdings, Inc.

Foreign Subsidiary Narrative: GTI Core, LLC is owned 100% by Green Thumb Industries Inc. Green Thumb Industries Inc. is a Canadian, publicly traded company listed and traded with shares on the Canadian Securities Exchange (CSE).

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: GTI Core, LLC owns 100% of the entity, RISE Holdings Inc.

Entity with Direct or Indirect Authority 2

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Green Thumb Industries Inc. **Entity DBA:** **DBA City:**

Entity Description: Publicly traded company; ultimate parent company of GTI Core, LLC and RISE Holdings, Inc.

Foreign Subsidiary Narrative: Green Thumb Industries Inc. is a Canadian, publicly traded company listed and traded with shares on the Canadian Securities Exchange (CSE).

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: Publicly traded company; ultimate parent company of GTI Core, LLC and RISE Holdings, Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: RISE Holdings, Inc **Entity DBA:**

Email: drollman@gtigrows.com **Phone:** 312-471-6720

Address 1: 169 Meadow Street **Address 2:**

City: Amherst **State:** MA **Zip Code:** 01002

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $10000000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Maryland, LLC **Entity DBA:** RISE Maryland

Entity Description: Medical cannabis cultivation and dispensary license holder in Maryland; holds provisional approval for cultivation operations; operates Medical Marijuana dispensary RISE Silver Spring under License D-17-00007

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: JB17, LLC **Entity DBA:**

Entity Description: GTI Core, LLC has entered into services agreements supporting Medical Marijuana Processor and Dispensary licenses held by Chesapeake Alternatives, LLC

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Florida, LLC **Entity DBA:** KSGNF, LLC

Entity Description: Provides support services to a state-licensed medical marijuana cultivator, processor, and dispensary owner.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Ohio, LLC **Entity DBA:**

Entity Description: Medical marijuana dispensary and processor license holder and provisional cultivator I license holder in the State of Ohio under the Ohio Board of Pharmacy. Currently holds 5 licenses to operate medical marijuana dispensaries: MMD.0700015, MMD.0700016, MMD.0700026, MMD.0700047 and MMD.0700052. Currently holds 1 processors license: MMCPP00070. Currently holds 1 provisional cultivation license.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 5

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI-Clinic Illinois Holdings, LLC **Entity DBA:** The Clinic Illinois; 3C Compassionate Care Center

Entity Description: Parent company for marijuana cultivation, processing and hemp processing under the State of Illinois Department of Agriculture and marijuana dispensaries under the Illinois Department of Financial and Professional Regulation. Entity operates cultivation/ processing facilities GTI Rock Island under permits 1503060649, 1503060649-EA, 1204-34 (hemp processing) and GTI Oglesby under

permits 1503060648 and 1503060648-EA. Entity operates the following dispensaries: Rise Mundelein under licenses DISP.000002 and AUDO.000001; Rise Joliet under license AUDO.000044; 3C Compassionate Care Center Naperville under licenses DISP.000027 and AUDO.000003; Rise Niles under license AUDO.000055; 3C Compassionate Care Center Joliet under licenses DISP.000011 and AUDO.000002; Rise Canton under licenses DISP.000033 and AUDO.000005; Rise Quincy under license AUDO.000047. Entity has entered into a joint venture with NH Medicinal Dispensaries, LLC to operate Rise Effingham under licenses DISP.000042 and AUDO.000004.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 6

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Nevada, LLC **Entity DBA:** RISE Nevada

Entity Description: Marijuana cultivation, processing, and dispensary license holder in the State of Nevada under the Cannabis Compliance Bureau (formerly known as the Nevada Department of Taxation). Entity holds cultivation licenses C088/RC088, processing licenses P057/RP057, and dispensary licenses D099/RD099 and D097/RD097.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 7

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Pennsylvania, LLC **Entity DBA:**

Entity Description: Medical marijuana cultivation, processing, and dispensary license holder in the Commonwealth of Pennsylvania under the Pennsylvania Department of Health. Entity operates a cultivation and processing facility under license GP-4006-17 and dispensaries under D-6002-17, D-3025-17, D18-1044, D18-3019, D18-5035, and D18-6019.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 8

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: Advanced Grow Labs, LLC **Entity DBA:** AGL

Entity Description: Medical marijuana processor and dispensary license holder in the state of Connecticut under the Department of Consumer Protection. Entity holds processor license under permit MMPR.0000001, bakery license (for edibles) under permit BAK.0015356 and dispensary license under permit MMDF.0000029.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 9

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: Bluepoint Apothecary, LLC **Entity DBA:** Bluepoint

Entity Description: Medical marijuana dispensary license holder in the state of Connecticut under the Department of Consumer Protection. Entity holds dispensary license under permit MMDF.0000002.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 10

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: Fiorello Pharmaceuticals, Inc. **Entity DBA:** Fiorello

Entity Description: Medical marijuana cultivator, manufacturer and dispensary license holder in the state of New York under the Department of Health. Entity holds manufacturing license under permit MM0701M and four dispensary licenses under permits MM0702D, MM0703D, MM0704D, and MM0705D.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 11

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI New Jersey, LLC **Entity DBA:** RISE New Jersey

Entity Description: Medical marijuana cultivation, processing and dispensary license holder in the state of New Jersey under the Department of Health. Entity operates a cultivation/processing facility and a dispensary under permit 12112019.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 12

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: Integral Associates, LLC **Entity DBA:** Essence Nevada

Entity Description: Medical and adult use cultivation, processing, and dispensary license holder in the state of Nevada under the Cannabis Compliance Bureau (formerly the Nevada Department of Taxation). See Attached for list of licenses entity holds.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 13

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: Integral Associates CA, LLC **Entity DBA:** Essence California

Entity Description: Permitted to proceed with four applications in the state of California for two conditional dispensary and delivery license, conditional dispensary, delivery and consumption license, and conditional distribution and non-storefront delivery license.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron Street **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron Street **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 14

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Virginia, LLC **Entity DBA:**

Entity Description: Entity established in order to apply for medical and adult-use cannabis cultivation, processing and dispensary licenses. This entity does not hold or operate any licenses at this time.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron St. **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron St. **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

Business Interest in Other State 15

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: **Owner Last Name:** GTI Core, LLC **Owner Suffix:**

Entity Legal Name: GTI Michigan, LLC **Entity DBA:**

Entity Description: Entity established in order to apply for medical and adult-use cannabis cultivation, processing and dispensary licenses. This entity does not hold or operate any licenses at this time.

Entity Phone: 312-471-6720 **Entity Email:** licensing@gtigrows.com **Entity Website:**

Entity Address 1: 325 W. Huron St. **Entity Address 2:** Suite 700

Entity City: Chicago **Entity State:** IL **Entity Zip Code:** 60654 **Entity Country:** USA

Entity Mailing Address 1: 325 W. Huron St. **Entity Mailing Address 2:** Suite 700

Entity Mailing City: Chicago **Entity Mailing State:** IL **Entity Mailing Zip Code:** 60654 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 2

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 3

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Amherst **Marijuana Establishment State:** MA

Individual 4

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 5

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 6

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Amherst **Marijuana Establishment State:** MA

Individual 7

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 8

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 9

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: RISE Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Amherst **Marijuana Establishment State:** MA

Individual 10

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 11

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 12

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 13

First Name: Benjamin **Last Name:** Kovler **Suffix:**

Marijuana Establishment Name: Compassionate Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 14

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 15

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 16

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 17

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

Marijuana Establishment Name: Compassionate Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 18

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 19

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 20

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: Mass Alternative Care, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Chicopee **Marijuana Establishment State:** MA

Individual 21

First Name: Andrew **Last Name:** Grossman **Suffix:**

Marijuana Establishment Name: Compassionate Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 28 Appleton Street

Establishment Address 2:

Establishment City: Holyoke **Establishment Zip Code:** 01040

Approximate square footage of the Establishment: 100000 **How many abutters does this property have?:** 35

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Information FINAL RISE Holdings_GTI MA.pdf	pdf	5b71d6333f9f81395f135175	08/13/2018
Community Outreach Meeting Documentation	RISE Holdings, Inc. - Community Meeting Attestation Form.pdf	pdf	5ba25af789bc002d9918c471	09/19/2018
Plan to Remain Compliant with Local Zoning	RISE Holdings, Inc - 28 Appleton Special Use Permit.pdf	pdf	5ba25b025e9b3d2d528a94e9	09/19/2018
Plan to Remain Compliant with Local Zoning	Compliance with local codes ordinances bylaws dr rev.pdf	pdf	5ba931104cfbe26336424bc5	09/24/2018

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: $389403.92

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - Rise Holdings FINAL11July18 jp (BK Edits) revised sep18dr.pdf	pdf	5ba25b130d95792d85f4463f	09/19/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Benjamin **Last Name:** Kovler **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Anthony **Last Name:** Georgiadis **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Andrew **Last Name:** Grossman **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Dina **Last Name:** Rollman **Suffix:**

RMD Association: RMD Manager

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: GTI Core, LLC **Entity DBA:**

Entity Description: 100% Owner of RISE Holdings, Inc.

Phone: 312-471-6720 **Email:** licensing@gtigrows.com

Primary Business Address 1: 325 W. Huron Street **Primary Business Address 2:** Suite 700

Primary Business City: Chicago **Primary Business State:** IL **Principal Business Zip Code:** 60654

Additional Information:

Entity Background Check Information 2

Role: Parent Company **Other Role:**

Entity Legal Name: Green Thumb Industries Inc. **Entity DBA:**

Entity Description: Publicly traded company; ultimate parent company of GTI Core, LLC and RISE Holdings, Inc.

Phone: 312-471-6720 **Email:** licensing@gtigrows.com

Primary Business Address 1: 325 W. Huron Street **Primary Business Address 2:** Suite 700

Primary Business City: Chicago **Primary Business State:** IL **Principal Business Zip**

Code: 60654

Additional Information: Green Thumb Industries Inc. is a Canadian, publicly traded company listed and traded with shares on the Canadian Securities Exchange (CSE)

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Entity Conversion_156D_Certified_2018-4-19 (1).pdf	pdf	5b71e8685e9b3d2d528a7046	08/13/2018
Bylaws	RISE Holdings - For Profit By-laws.pdf	pdf	5b71e86903a477392d0a26b8	08/13/2018
Department of Revenue - Certificate of Good standing	RISE Holdings Inc Revenue Certificate of Good Standing GTI Massachusetts NP Corp.pdf	pdf	5b9181c83774233941395295	09/06/2018
Secretary of Commonwealth - Certificate of Good Standing	RISE Holdings Inc Commonwealth Certificate of Good Standing.pdf	pdf	5b9181ee03a477392d0a420e	09/06/2018
Department of Revenue - Certificate of Good standing	GTI Mass Cert of Good Standing 11-16-2020.pdf	pdf	5fb2d1b8df1c3707e6181985	11/16/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Rise Holdings Certificate of Compliance 11.04.2020.pdf	pdf	5fa994746e60eb07f57f2245	11/09/2020
Secretary of Commonwealth - Certificate of Good Standing	Rise Holdings Inc.-MA-Certificate of Good Standing -.pdf	pdf	5fa9947675aac308359acdaa	11/09/2020
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing Narrative.pdf	pdf	5fac73aa7083620840286af5	11/11/2020
Department of Revenue - Certificate of Good standing	GTI Mass Cert of Good Standing 11-16-2020.pdf	pdf	5fc7f983d8789e0780e40703	12/02/2020

Massachusetts Business Identification Number: 001324646

Doing-Business-As Name:

DBA Registration City: Holyoke

BUSINESS PLAN

No documents uploaded

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products Manufactured.	PG 13 - 101 Types of Products Manufactured 2020.11.13.pdf	pdf	5faed598dd2d7407bedece21	11/13/2020

Method used to produce products	PG 13 - 102 PRO-MA-POP-002 Methods of Producing Products 2020.11.13.pdf	pdf	5faed599a75869080486ce97	11/13/2020
Sample of unique identifying marks used for branding	PG 13 - 103 Product Unique Identifying Marks 2020.11.13.pdf	pdf	5faed59b0daeb60847facfd5	11/13/2020
Separating recreational from medical operations, if applicable	PG 13 - 02 Separating Adult-Use from Med INVC-MA-POP-001 Excerpt 2020.11.09.pdf	pdf	5faed5e9bd0d8e081433dc89	11/13/2020
Restricting Access to age 21 and older	PG11B8~1.PDF	pdf	5faed5eb57d9d707ee4d94a1	11/13/2020
Security plan	PG 13 - 04 Security Plan REV2020.01.03.pdf	pdf	5faed5ed75aac308359add7d	11/13/2020
Prevention of diversion	PG 13 - 05 PreventionOfDiversion (Sec P & P excerpt) REV2019.12.30.pdf	pdf	5faed5f03bf49c082a427286	11/13/2020
Storage of marijuana	PG 13 - 06 Storage of Marijuana (excerpt from Inv-Sec).pdf	pdf	5faed5f16e60eb07f57f31a8	11/13/2020
Transportation of marijuana	PG 13 - 07 Transportation of marijuana (excerpt from Sec).pdf	pdf	5faed61e4a2789086108e228	11/13/2020
Inventory procedures	PG 13 - 08 Inventory REV2019.02.05.pdf	pdf	5faed61fdf85ec07dfb89edc	11/13/2020
Quality control and testing	PG 13 - 09 Quality control and testing (excerpt from Cul).pdf	pdf	5faed620bd0d8e081433dc90	11/13/2020
Dispensing procedures	PG 13 - 10 Dispensing and Patient Education REV2019.03.07.pdf	pdf	5faed62157d9d707ee4d94a7	11/13/2020
Personnel policies including background checks	PG 13 - 11 RISE Employee Handbook REV2019.03.04.pdf	pdf	5faed62275aac308359add87	11/13/2020
Record Keeping procedures	PG 13 - 12 Recordkeeping REV2019.02.05.pdf	pdf	5faed66dedc7d60856d982e8	11/13/2020
Maintaining of financial records	PG 13 - 13 Financial Records excerpt COR-MA-POP-004 2019.02.05.pdf	pdf	5faed66e08242707d4a78b5d	11/13/2020
Diversity plan	PG 13 - 14 GTI-Rise Diversity Plan REV2019.12.16.pdf	pdf	5faed66f4a2789086108e232	11/13/2020
Qualifications and training	PG 13 - 15 PERW-MA-POP-006 - Employee Training Plan 2020.11.12.pdf	pdf	5faed670df85ec07dfb89ee2	11/13/2020
Energy Compliance Plan	PG 13 - 16 Energy Compliance + Eye Safety Plan.pdf	pdf	5faed671bd0d8e081433dc9a	11/13/2020
Safety Plan for Manufacturing	PG 13 - 17 Safety Plan for Manufacutring 2020.11.12.pdf	pdf	5faed6843bf49c082a427299	11/13/2020
Plan to Obtain Marijuana	PG 13 - 18 Plan for obtaining marijuana-MPs 2020.01.03.pdf	pdf	5faed6856e60eb07f57f31ac	11/13/2020

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: Rise Holdings, Inc. launched the Last Prisoner Project initiative during the Month of September as an Expungement "initiative". This campaign reached across Massachusetts, providing information on Expungement and restorative Justice. We have also provided information on Expungement to customers all year as part of LPP's "Roll it up" program. Holyoke and RISE Amherst raised over $50k for LPP during September. The virtual Expungement clinic, sponsored along with N.E.W. and the WNEU Law School, was a huge success. WNEU Law School has offered to continue the pro bono and partner with us on future clinics. This was the first such clinic for N.E.W. in MA. Even though expungement clinics were not being held in person, launching a virtual clinic for Expungement had great success.

Progress or Success Goal 2

Description of Progress or Success: Due to COVID-19 Pandemic RISE Holdings did not have the ability to execute on specific aspects of our Positive Impact Plan for 2020. Our 2020 Positive Impact Plan was examined and adjusted as needed. For example, our "Community Education" programs were implemented in a virtual setting. Out of consideration for the safety of our team members and our community, the attached list of "Programs to meet goals" were re-evaluated.

Quarterly Community Service Day: As our community continues to adapt to the impact of the pandemic RISE will continue to serve our community with volunteer work; however, at this point the safety of our employees and community members is our priority. In planning for 2021 volunteer initiatives we have selected two employees to serve as "Volunteer Champions", who will lead our efforts as society continues to re-open.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Due to COVID-19 Pandemic RISE Holdings did not have the ability to execute on specific aspects of our Diversity Plan for 2020. We were able to advertise job listings on social media in order to appeal to a diverse group of individuals; however, community job fairs and recruitment initiatives were suspended indefinitely due to the current pandemic.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	1g Balance Concentrate Label.png	png	5fac92f357d9d707ee4d8de7	11/11/2020
	1g Energize Concentrate Label.png	png	5fac92f375aac308359ad6b4	11/11/2020
	1g Relax Concentrate Label.png	png	5fac92f46e60eb07f57f2b58	11/11/2020

Name of Item: Concentrate Rythm (Balance, Energize, Relax) Live Sugar "Strain" **Item Type:** Concentrate

Item Description: Rythm Live Sugar Concentrates are hydrcarbon extracted oils from freshly frozen plant material post-harvest. Freezing plant material immediately following harvest helps to preserve terpenes that would otherwise be lost during the drying process of the plants. Rythm Live Sugar can be produced from any variety in our strain list (below) or future varieties that we cultivate.

Item 2

Document Category	Document Name	Type	ID	Upload Date
	Flower Popcorn Hybrid 7g Label.jpg	jpeg	5fac934cdd2d7407bedec7b2	11/11/2020
	Flower Popcorn Indica 7g Label.jpg	jpeg	5fac934c8cc05c081b1b7b62	11/11/2020
	Flower Popcorn Sativa 7g Label.jpg	jpeg	5fac934da75869080486c815	11/11/2020
	Flower Premium Hybrid 3.5g Label.png	png	5fac934d7083620840286b52	11/11/2020
	Flower Premium Indica 3.5g Label.jpg	jpeg	5fac934e5b823307b79b7475	11/11/2020
	Flower Premium Sativa 3.5g Label.png	png	5fac9357dfcf9f07cd945609	11/11/2020

Name of Item: Flower Rythm (Balance, Energize, Relax, Heal) "Strain" Popcorn Qtr **Item Type:** Flower

Item Description: Rythm Popcorn, packaged in quarter ounces, is a lightly trimmed form of our premium cannabis flower, packaged in "popcorn" size pieces. Rythm Popcorn can be found in any variety in our strain list (below), or future varieties that we cultivate.

Item 3

Document Category	Document Name	Type	ID	Upload Date
	Edible Incredibles Chocolate Bay State Bar Label.jpg	jpeg	5fac9572df85ec07dfb89817	11/11/2020
	Edible Incredibles Chocolate Black Cherry CBD Label.jpg	jpeg	5fac9573bd0d8e081433d643	11/11/2020
	Edible Incredibles Chocolate Mile High Mint Label.jpg	jpeg	5fac957357d9d707ee4d8dfa	11/11/2020
	Edible Incredibles Chocolate Peanut Budda Buddha Label.jpg	jpeg	5fac957475aac308359ad6c1	11/11/2020
	Edible Incredibles Chocolate Strawberry Crunch Label.jpg	jpeg	5fac95746e60eb07f57f2b6b	11/11/2020

Name of Item: Incredibles Chocolate **Item Type:** Edible MIP

Item Description: Bay State Bar, Cherry CBD, Mile High Mint, Peanut Budda Buddha, Strawberry Crunch

Incredibles Chocolates are made with high purity cannabis distillate, infused into top quality compound chocolate, with various flavors and inclusions such as; mint, pretzels, freeze dried strawberries, and more. Chocolates are packaged as 20 5mg pieces.

Item 4

Document Category	Document Name	Type	ID	Upload Date
	Edible Incredibles Gummy Sour Green Apple Label.png	png	5fac951a5b823307b79b7482	11/11/2020
	Edible Incredibles Gummy Sour Peach Label.png	png	5fac951b0daeb60847fac9dc	11/11/2020
	Edible Incredibles Gummy Sour Watermelon Label.png	png	5fac951bdfcf9f07cd945617	11/11/2020
	Edible Incredibles Gummy Strawberry CBD Label.png	png	5fac951cedc7d60856d97c7a	11/11/2020

Name of Item: Incredibles Gummy **Item Type:** Edible MIP

Item Description: Sour Green Apple, Sour Peach, Sour Watermelon, Strawberry CBD

Incredibles Gummies are gelatin based, made with high purity cannabis distillate, infused into top quality ingredients with various flavors such as; peach, watermelon, strawberry, and more. Gummies are packaged as 20 5mg pieces.

Item 5

Document Category	Document Name	Type	ID	Upload Date
	Pre-Roll Dogwalker 5-Pack Hybrid Strain 1.75g Label.png	png	5fac946757d9d707ee4d8df3	11/11/2020

	Pre-Roll Dogwalker 5-Pack Indica Strain 1.75g Labe.png	png	5fac946875aac308359ad6bb	11/11/2020
	Pre-Roll Dogwalker 5-Pack Sativa Strain 1.75g Label.png	png	5fac94686e60eb07f57f2b61	11/11/2020

Name of Item: Pre-Roll Dogwalker (Play, Sit, Stay) "Strain" 5-pk **Item Type:** Flower

Item Description: Dogwalkers is a premium brand of pre-rolled joints made with ground buds of the cannabis plant, rather than lower quality trim or shake, and made for casual walks with you dog. Our core product is packaged as 5 mini pre-rolls totaling 1.75 grams. Rythm Dogwalkers can be found in any variety in our strain list (below), or future varieties that we cultivate.

Item 6

Document Category	Document Name	Type	ID	Upload Date
	Pre-Roll Dogwalker Big Dog CBD Strain .75g Label.png	png	5fac94a9dd2d7407bedec7bc	11/11/2020
	Pre-Roll Dogwalker Big Dog Hybrid Strain .75g Label.png	png	5fac94aa8cc05c081b1b7b69	11/11/2020
	Pre-Roll Dogwalker Big Dog Indica Strain .75g Label.png	png	5fac94aaa75869080486c81d	11/11/2020
	Pre-Roll Dogwalker Big Dog Sativa Strain .75g Label.png	png	5fac94ab7083620840286b5c	11/11/2020

Name of Item: Pre-Roll Dogwalker Big Dog (Play, Sit, Stay) "Strain" **Item Type:** Flower

Item Description: A Dogwalkers Big Dog is a larger version of our premium pre-rolled joints, made for the long walks, and packaged as a single 0.75 gram joint. Big Dogs can be found in any variety in our strain list (below), or future varieties that we cultivate.

Item 7

Document Category	Document Name	Type	ID	Upload Date
	Edible Incredibles Ice Mint Label.jpg	jpeg	5fac95b7dd2d7407bedec7c4	11/11/2020
	Edible Incredibles Mixed Fruit Tart Label.jpg	jpeg	5fac95b78cc05c081b1b7b75	11/11/2020

Name of Item: Incredibles **Item Type:** Edible MIP

Item Description: Mixed Fruit Tart and Ice Mint

Incredibles Tarts and Mints are made with high purity cannabis distillate, infused into top quality ingredients with various flavors such as; lemon, green apple, grape, and mint.

Item 8

Document Category	Document Name	Type	ID	Upload Date
	Tincture TFC Feel Comfort CBD THC Label.png	png	5fac97b60daeb60847fac9ed	11/11/2020
	Tincture TFC Feel Dreamy CBN THC Label.png	png	5fac97b7dfcf9f07cd945623	11/11/2020
	Tincture TFC Feel Energized Sativa Label.png	png	5fac97b7edc7d60856d97c8b	11/11/2020
	Tincture TFC Feel Healed CBD Label.png	png	5fac97b808242707d4a78474	11/11/2020
	Tincture TFC Feel Relaxed Indica Label.png	png	5fac97b84a2789086108dc3c	11/11/2020

Name of Item: Tincture The Feel Collection **Item Type:** Tincture

Item Description: CBD 10:1 Feel Healed, CBN 1:1 Feel Dreamy, Sativa Feel Energized, Indica Feel Relaxed, THC Feel Comfort

The Feel Collection Tinctures are made with high purity cannabis distillate, infused into the highest quality grapeseed oil with added essential oils for flavor and therapeutic effect. Each tincture has a unique cannabinoid ratio to promote various desired effects. Tinctures are packaged as 30 0.5mL doses, administered orally/sublingually through a metered glass dropper top.

Item 9

Document Category	Document Name	Type	ID	Upload Date
	1g Balance Cartridge Label.png	png	5fac982dedc7d60856d97c8f	11/11/2020
	1g Energize Cartridge Label.png	png	5fac982e08242707d4a78478	11/11/2020
	1g Heal Cartridge Label.png	png	5fac982e4a2789086108dc40	11/11/2020
	1g Relax Cartridge Label.png	png	5fac982fdf85ec07dfb89820	11/11/2020
	500 mg Balance Cartridge Label.png	png	5fac982fbd0d8e081433d64f	11/11/2020
	500 mg Energize Cartridge Label.png	png	5fac983975aac308359ad6d3	11/11/2020
	500 mg Heal Cartridge Label.png	png	5fac983a6e60eb07f57f2b7b	11/11/2020
	500 mg Relax Cartridge Label.png	png	5fac983b3bf49c082a426be0	11/11/2020
	500 mg Pax Pod Balance Label.png	png	5fac9854dfcf9f07cd945627	11/11/2020
	500 mg Pax Pod Energize Label.png	png	5fac9854edc7d60856d97c93	11/11/2020
	500 mg Pax Pod Heal Label.png	png	5fac985508242707d4a7847c	11/11/2020
	500 mg Pax Pod Relax Label.png	png	5fac98564a2789086108dc44	11/11/2020
	300 mg Pen Balance Label.png	png	5fac987d8cc05c081b1b7b80	11/11/2020
	300 mg Pen Energize Label.png	png	5fac987ea75869080486c831	11/11/2020
	300 mg Pen Heal Label.png	png	5fac987e7083620840286b77	11/11/2020
	300 mg Pen Relax Label.png	png	5fac987f5b823307b79b7499	11/11/2020

Name of Item: Vape Rythm (Balance, Energize, Relax, Heal)

Item Type: Non-Edible MIP

Item Description: Cartridge, PAX Pod, Pen

Rhythm Vape Products are 100% cannabis derived, from a combination of CO2extracted, high purity cannabis terpenes and CO2 extracted cannabis concentrate that goes through an ethanol mediated winterization process. Rythm Vapes are offered in three different forms; 300mg Disposable Pen using CCELL technology,500mg 510-thread Cartridges using CCELL technology, 500mg proprietary PAX Pods to be used exclusively with the PAX Era vaping device.

HOURS OF OPERATION

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Bret Kravitz, (*insert name*) certify as an authorized representative of RISE Holdings, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with City of Holyoke (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 11, 2018 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Alex Morse, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (*insert name of host community*) to certify that the applicant and Holyoke (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 05-17-18 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

HOST COMMUNITY AGREEMENT
ADULT USE MARIJUANA ESTABLISHMENT
LICENSE CLASS: MARIJUANA CULTIVATOR

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties, by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and **RISE HOLDINGS, INC.** whose principal office is located at 123 Main Street, Holyoke, MA 01040 (the "OPERATOR").

WHEREAS, the OPERATOR proposes to locate an Adult Use Marijuana Establishment (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

WHEREAS, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

WHEREAS, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

NOW, THEREFORE, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY, then the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:
    - The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:

- Three percent **(3%)** of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement;

- Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of marijuana.

- The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.

- The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & .105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").

- Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.

- In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.

3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.

4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.

5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax

which would otherwise be paid if assessed at full, fair market value, then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.

6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.

7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with CareerPoint, Holyoke Works, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.

8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.

9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.

10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.

11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.

12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the operator of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.

13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.

15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.

17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.

18. **Term.** Except as may otherwise be provided herein, this Agreement shall be in effect for a period of FIVE (5) YEARS from the Effective Date (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or affect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be apportioned based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.

19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.

20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

XII. OPERATOR INFORMATION

1. The Provider or vendor's Name: RISE HOLDINGS, INC.

2. Contact Person: Pete Kadens

3. Telephone: 312.282.4281

4. E-mail: pkadens@gtigrows.com

IN WITNESS WHEREOF, the CITY OF HOLYOKE and RISE HOLDINGS, INC., have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

RISE HOLDINGS, INC.:

Printed Name: Bret Kravitz

Signature: _____

Title: Chief Corporate Counsel

Date signed: May 11, 2018

CITY OF HOLYOKE:

_____

Alex B. Morse, Mayor
Date signed: 5-17-18

APPROVED AS TO FORM:

_____

Paul Payer, City Solicitor
Date signed: 5-18-18

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Anthony Georgiadis, (*insert name*) attest as an authorized representative of Rise Holdings, 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 April 20, 2018 (*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 April 13, 2018 (*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 April 12, 2018 (*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 April 12, 2018 (*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*).

MASS LIVE

Attachment A

AD TEXT

Holyoke

NOTICE Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for April 20, 2018 at 7:00 p.m. at The Holyoke Public Library Community Room 250 Chestnut Street Holyoke, MA . The proposed Marijuana Retailer is anticipated to be located at 130 Race Street Holyoke, MA and proposed Marijuana Cultivator at 28 Appleton Street Holyoke, MA. There will be an opportunity for the public to ask questions. (April 13)

Related Categories: Notices and Announcements - Legal Notice

Published in *The Republican* 4/13. Updated 4/13.

Attachment B

COPY

FERRITER & FERRITER LLC
ATTORNEYS AT LAW
1669 NORTHAMPTON STREET • HOLYOKE, MA 01040
TEL 413.535.4200 FAX 413.535.4201

April 12, 2018

Via Hand Delivery

Alex Morse, Mayor
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

RE: Notice of Community Outreach Meeting
GTI – 130 Race Street

Dear Mayor Morse:

Please accept this letter, and the attached Notice of Community Outreach Meeting, as notice that GTI is holding a community outreach meeting on Friday, April 20th, 2018 at 7:00 p.m. at Holyoke Public Library relative to a proposed Marijuana Retailer Establishment to be located at 130 Race Street in Holyoke.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

FERRITER & FERRITER LLC by

John J. Ferriter, Esquire

JJF:DAB:P:\JJF\G\GTI\Race Street\Letters to City Officials 4-12-18.docx
Enclosure

NMO 4/12/2018

Attachment B

NOTICE

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Attachment B

COPY

FERRITER & FERRITER LLC

ATTORNEYS AT LAW

1669 NORTHAMPTON STREET • HOLYOKE, MA 01040
TEL 413.535.4200 FAX 413.535.4201

April 12, 2018

Via Hand Delivery

Brenna McGee, City Clerk
City of Holyoke
536 Dwight Street
Holyoke, MA 01040

RE: Notice of Community Outreach Meeting
GTI – 130 Race Street

Dear City Clerk McGee:

Please accept this letter, and the attached Notice of Community Outreach Meeting, as notice that GTI is holding a community outreach meeting on Friday, April 20th, 2018 at 7:00 p.m. at Holyoke Public Library relative to a proposed Marijuana Retailer Establishment to be located at 130 Race Street in Holyoke.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

FERRITER & FERRITER LLC by

John J. Ferriter, Esquire

JJF:DAB:P:\JJF\G\GTI\Race Street\Letters to City Officials 4-12-18.docx
Enclosure

RECEIVED
2018 APR 12 A 10:22
CITY OF HOLYOKE
CITY CLERK'S OFFICE

Attachment B

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E

Attachment B

FERRITER & FERRITER LLC

ATTORNEYS AT LAW

COPY

1669 NORTHAMPTON STREET • HOLYOKE, MA 01040
TEL 413.535.4200 FAX 413.535.4201

April 12, 2018

Via Hand Delivery

Ryan Allen
Holyoke City Council
536 Dwight Street
Holyoke, MA 01040

RE: Notice of Community Outreach Meeting
GTI – 130 Race Street

Dear Mr. Allen:

Please accept this letter, and the attached Notice of Community Outreach Meeting, as notice that GTI is holding a community outreach meeting on Friday, April 20th, 2018 at 7:00 p.m. at Holyoke Public Library relative to a proposed Marijuana Retailer Establishment to be located at 130 Race Street in Holyoke.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

FERRITER & FERRITER LLC by

John J. Ferriter, Esquire

JJF:DAB:P:\JJF\G\GTI\Race Street\Letters to City Officials 4-12-18.docx
Enclosure

Recieved 4/12/18

Attachment B

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Attachment B

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FERRITER & FERRITER LLC

ATTORNEYS AT LAW

1669 NORTHAMPTON STREET • HOLYOKE, MA 01040
TEL 413.535.4200 FAX 413.535.4201

April 12, 2018

Via Hand Delivery

RECEIVED
APR 17 2018

Marcos A. Marrero, Director
Office of Planning & Economic Development
20 Korean Veterans Plaza, Room 406
Holyoke, MA 01040

RE: Notice of Community Outreach Meeting
GTI – 130 Race Street

Dear Mr. Marrero:

Please accept this letter, and the attached Notice of Community Outreach Meeting, as notice that GTI is holding a community outreach meeting on Friday, April 20th, 2018 at 7:00 p.m. at Holyoke Public Library relative to a proposed Marijuana Retailer Establishment to be located at 130 Race Street in Holyoke.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

FERRITER & FERRITER LLC by

John J. Ferriter, Esquire

JJF:DAB:P:\JJF\G\GTI\Race Street\Letters to City Officials 4-12-18.docx
Enclosure

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E

Attachment B

COPY

FERRITER & FERRITER LLC
ATTORNEYS AT LAW
1669 NORTHAMPTON STREET • HOLYOKE, MA 01040
TEL 413.535.4200 FAX 413.535.4201

April 12, 2018

Via Hand Delivery

Marcos A. Marrero, Director
Holyoke Zoning Board of Appeals
20 Korean Veterans Plaza, Room 406
Holyoke, MA 01040

RECEIVED
APR 13 2018

RE: Notice of Community Outreach Meeting
GTI – 130 Race Street

Dear Mr. Marrero:

Please accept this letter, and the attached Notice of Community Outreach Meeting, as notice that GTI is holding a community outreach meeting on Friday, April 20th, 2018 at 7:00 p.m. at Holyoke Public Library relative to a proposed Marijuana Retailer Establishment to be located at 130 Race Street in Holyoke.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

FERRITER & FERRITER LLC by

John J. Ferriter, Esquire

JJF:DAB:P:\JJF\G\GTI\Race Street\Letters to City Officials 4-12-18.docx
Enclosure

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Attachment C

[redacted]

NOTICE OF COMMUNITY OUTREACH MEETING

GTI MASSACHUSETTS NP CORPORATION

NOTICE is hereby given that GTI Massachusetts NP Corporation ("GTI") will hold a Community Outreach Meeting on April 20, 2018 at 7 p.m. at The Holyoke Public Library Community Room, 250 Chestnut Street, Holyoke, MA to discuss the proposed siting of a Marijuana Establishment in the City of Holyoke.

GTI intends to apply for a license to operate as a Marijuana Cultivator, to be located at 28 Appleton Street, Holyoke, in accordance with MGL c. 94G, and the Massachusetts Cannabis Control Commission's regulation at 935 CMR 50.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to: the type(s) of Marijuana Establishment to be located at 28 Appleton Street in Holyoke; plans for maintaining a secure facility; plans to prevent diversion to minors; plans to positively impact the community; and, plans to ensure the establishment will not constitute a nuisance to the community.

Interested member of the community are encouraged to ask questions and receive answers from GTI's representatives about its proposed facility and operations.

Brenna Murphy McGee MMC, City Clerk
Irma L. Cruz, Assistant City Clerk

OFFICE OF CITY CLERK

28 Appleton St. Holyoke

Date: August 28, 2018

Re: RISE Holdings Inc. (Formerly GTI)
28 Appleton St.
Holyoke, MA 01040

Special Permit granted to RISE Holdings Inc. (Formerly GTI), to amend an existing permit to allow a Marijuana Manufacturing Establishment in the existing building at 28 Appleton St. Holyoke, MA 01040.

I hereby certify that as of the above date no appeals have been filed in this office.

A true copy attest:

Brenna Murphy McGee

City Clerk

KELLY CAVANAUGH-KELLY
HAMPDEN COUNTY REGISTRY OF DEEDS

536 DWIGHT STREET • HOLYOKE, MASSACHUSETTS 01040-5019
PHONE: (413) 322-5520 • FAX: (413) 322-5521 • EMAIL: mcgeeb@holyoke.org

on BK, AR

Bk 22348 Pg521 #53602
09-07-2018 @ 10:20a

Special Permit

A Special Permit which was granted to RISE Holdings Inc.(Formerly GTI) to amend an existing permit to allow a Marijuana Manufacturing Establishment in the existing building at 28 Appleton St., Holyoke MA 01040.

Petitioner: RISE Holdings Inc. (Formerly GTI)
2 Seaport Lane
Boston, MA 02210

Parcel: 28 Appleton St.
Parcel #032 01 001
Book/Page 9688/313

Conditions: 1. That the owner of the building always pay commercial property tax rate to the extent allowed by the Federal, State, and Local laws for the duration of the Sp. Permit
2.That the business retain a minimum 30% Holyoke residents for of non-security jobs
3. That hiring preference be given to security personnel that are retired Holyoke Police or are a retired member of another police department now lives in the City of Holyoke.

Granted by the City Council on August 7, 2018 by a vote of the Yeas 12, Nays 0, Absent 1 (McGee)

**In order for this permit to be effective, the approved special permit must be recorded at the Hampden County Registry of Deeds and the costs of recording paid by the owner or applicant. A SPECIAL PERMIT WILL NOT TAKE EFFECT UNTIL IT IS RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS.

***AFTER RECORDING, PLEASE RETURN A COPY TO THE CITY CLERK

Brenna Murphy McGee

Brenna Murphy McGee
Holyoke City Clerk

28 Appleton St., Holyoke

See Book 9688 Page 313

RISE Holdings, Inc.'s plan to ensure it is or will be compliant with local codes, ordinances, and bylaws of the municipality:

RISE Holdings, Inc. has gone through the necessary steps to ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws at 28 Appleton Street Holyoke, MA.

Such measures include amending the existing Special Use Permit under the City of Holyoke's Zoning Ordinance 7.10 to allow for cultivation and manufacturing of adult use cannabis and cannabis products.

On August 7m 2018, the Holyoke City Council unanimously approved this amended Special Use Permit and the Special Use Permit was recorded by the Hampden County Registry of Deeds on September 7, 2018.

Additional steps to ensure compliance are outlined in Rise Holdings, Inc.'s Host Community Agreement with the City of Holyoke, including regular communication with the Police Chief, and accountability measures to both the City of Holyoke and Cannabis Control Commission.

City of Holyoke

OFFICE OF CITY TREASURER

November 12, 2020

Green Thumb Industry
Rise Holding
325 W Huron #412
Chicago, Illinois 60654

RE: Revenue for 2019

To Whom it may concern:

On February 2020 the City of Holyoke received a check (03787) for #389,403.92. A portion was applied to the Adult use of $30,775.08.

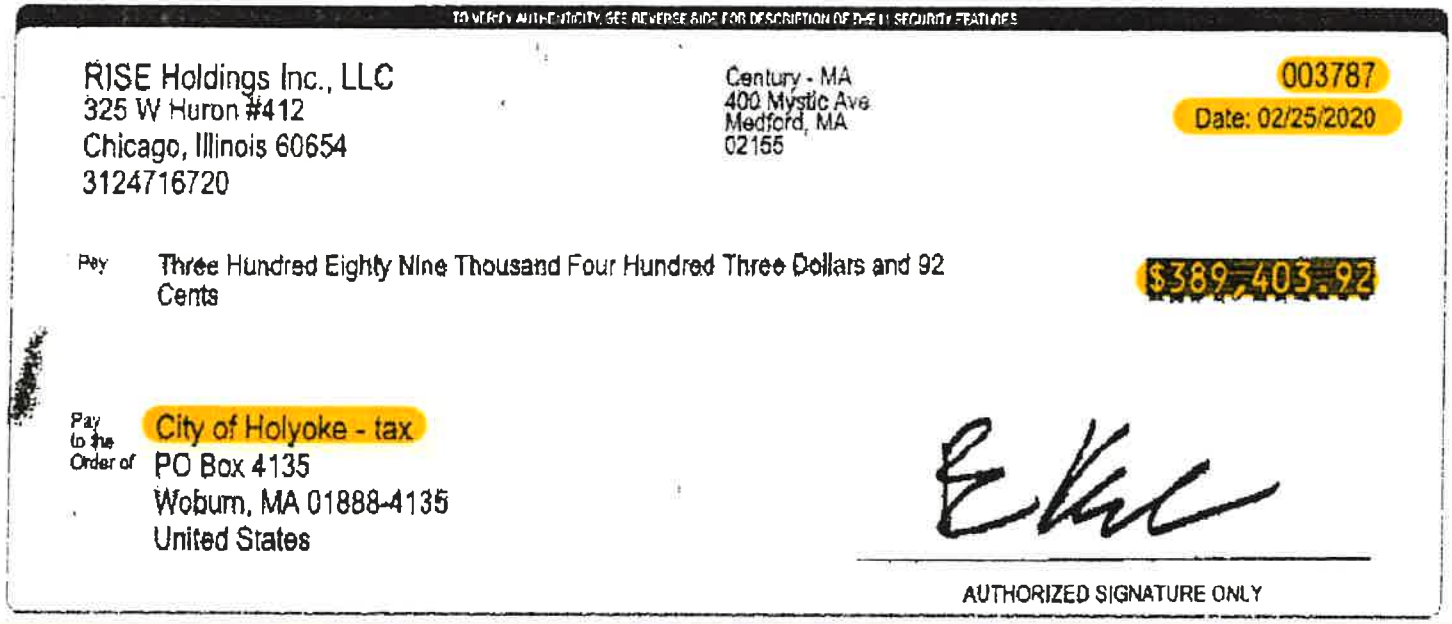
Should you have any questions please feel free to contact me directly.

Sincerely,

Sandra A. Smith
City Treasurer

Image # 200970040150079

Front Image



TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

RISE Holdings Inc., LLC
325 W Huron #412
Chicago, Illinois 60654
3124716720

Century - MA
400 Mystic Ave
Medford, MA
02155

003787

Date: 02/25/2020

Pay Three Hundred Eighty Nine Thousand Four Hundred Three Dollars and 92 Cents

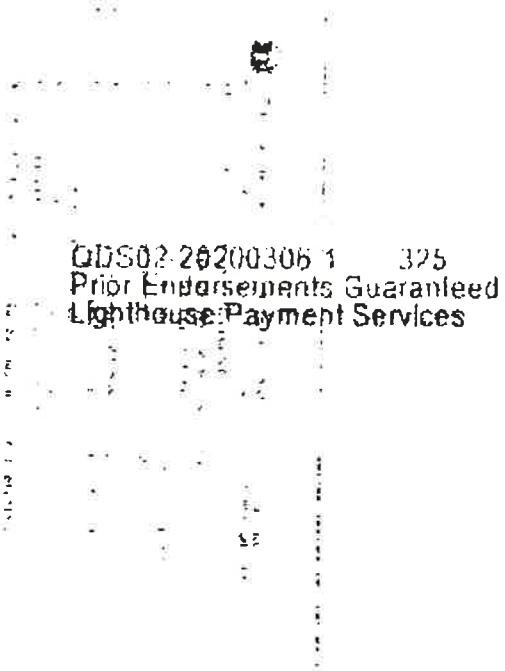
$389,403.92

Pay to the Order of City of Holyoke - tax
PO Box 4135
Woburn, MA 01888-4135
United States

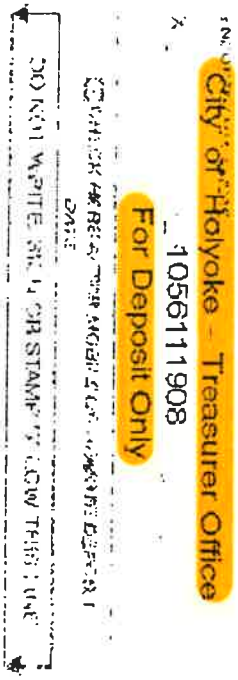
AUTHORIZED SIGNATURE ONLY

⑈003787⑈ ⑆011301390⑆ 57⑈71521⑈10

Back Image



QDS02 20200306 1 325
Prior Endorsements Guaranteed
Lighthouse Payment Services



"City" of Holyoke - Treasurer Office
105611908
For Deposit Only

RISE HOLDINGS, INC.
PLAN FOR POSITIVE IMPACT

Overview

Rise Holdings, Inc. ("Rise") is dedicated to serving and supporting the communities around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes.

Rise currently operates RMDs in Holyoke and Amherst and is applying to operate Marijuana Cultivator, Product Manufacturer, and Retail Establishments in both. Holyoke and Amherst are considered areas of disproportionate impact. It is Rise's intention to continue to be a contributing, positive force in these areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use. Rise will maintain several employment metrics that currently provide a positive impact to these communities and will also implement new programs as Rise strives to make further investments in the people and environment that it serves.

Rise's Positive Impact Plan (the "Plan")

Rise intends to maintain and implement several programs to strengthen the Holyoke and Amherst communities through a means of hiring plans, community reinvestment, and financial support. These initiatives will be closely monitored and tracked to ensure compliance and Rise management will engage community leaders on a regular basis gauge Rise's success with its Positive Impact Plan and refocus its efforts, if needed.

- Goal #1: Hiring Plans. Rise currently maintains a workforce that includes 30% of its employees residing in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. Rise will strive to maintain a staff comprised of at least 30% of individuals that have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise. In alignment with Rise's Diversity Plan, Rise will focus hiring and education efforts on diverse populations including individuals from Black, African American, Hispanic or Latino descent. The management of Rise will measure this on a quarterly basis to ensure that it is at least maintaining this metric and will strive to increase this to 35% over the next 2-4 years.

- Goal #2: Community Reinvestment. Rise aims to provide continuing service and reinvestment into areas of disproportionate impact with a focus on restorative justice, jail diversion, workforce development, industry-specific technical assistance, and mentoring services in areas of disproportionate impact. Rise is committed to hosting and participating in events that will support the City of Holyoke and other areas of disproportionate impact such as community service days, charity events, and educational

seminars. Rise will require all executives, managers, and employees to participate quarterly in a community service day. Each community service day will be organized with a charitable or local organization in an area of disproportionate impact. Rise will also seek out mentorship opportunities, as allowed under applicable state law, to engage disenfranchised residents to learn various skills at the Rise facilities.

Further plans to positively affect areas of disproportionate impact may include the following:

- Apply to be a Social Justice Leader and conduct, annually, at least 50 hours of educational industry-specific educational seminars targeted to residents of areas of disproportionate impact on one or more of the following topics: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training.
- Hold quarterly informational sessions regarding the process for sealing and expunging criminal records.
- Partner with organizations that provide jail diversion and restorative justice programs.
- Provide transportation support for employees in areas of disproportionate impact.
- Offer any necessary accommodations to individuals coming from areas of disproportionate impact.

- Goal #3: Financial Support. Rise recognizes the importance that financial contributions can mean to individuals and organizations of disproportionate impact, such as Holyoke and Amherst. As such, Rise anticipates having in-store donation drives, including direct giving and ongoing food and clothing drives. Additionally, Rise may provide financial mentorship services or may host organizations that provide these services.

MEASURING IMPACT - QUALITATIVE

Rise will develop qualitative and quantitative measures that relate to whether the above goals were achieved. These qualitative measures will include:

A. Conducting Surveys

Rise will conduct surveys with existing staff to identify improvement in areas of communication and other ways they would like to be supported as a team. Sample employee questionnaire outlined below.

Sample Survey/Interview Questions:

These questions are formatted as statements so employees can respond on an Agree/Disagree scale. For example, you can use a 6-point scale ranging from "Strongly Agree", "Agree", and "Somewhat Agree" to "Somewhat Disagree", "Disagree", and "Strongly Disagree."

Manager, Organizational, and Employee Commitment to Diversity

Direct Manager and Senior Manager Commitment

- I believe my direct manager is committed to supporting a culture of inclusion.
- My direct manager provides me with strategies to help me interact with peers who are different than me
- My direct manager demonstrates a positive example of how to interact with employees from different cultural backgrounds.
- I believe that senior management would take action to correct violations of Diversity policy.
- I believe senior management recognizes employee efforts to foster a culture of inclusion.
- I believe that senior management can resolve employee conflicts related to Diversity issues.

Organizational Commitment

- I believe the organization recognizes the contribution of all employees who excel at their jobs, regardless of their backgrounds.
- I believe that personal characteristics do not influence performance decisions.
- I believe that personal characteristics do not influence pay decisions.
- I believe that personal characteristics do not hinder or help an individual's career progression or development opportunities.

Individual Employee Commitment to Diversity

- I am comfortable working with people of different ages. (Statement can also be formatted to ask about employee comfort with different genders, ethnicities, religions, cultures, or sexual orientations)
- I am confident when voicing my opinion, even when it's different from those around me.
- I believe that a diverse workforce positively impacts business performance.
- I believe that the organization would take appropriate action in response to incidents of sexual harassment.
- I believe that multicultural teams produce positive outcomes.

Source: http://www.Diversityresources.stlrbc.org/wp-content/uploads/2013/10/HRLC-Diversity_Survey_Questions.pdf

B. Holding Focus Groups

Rise will hold employee focus groups at least once a year that can measure the company's culture. The focus groups will be asked detailed questions about the company's culture and will seek suggestions for areas of improvement. The focus groups will follow these steps:

Step 1: Select the Purpose Statement and Obtain Executive Support and Commitment.
Step 2: Develop a Process Guide, Including Group Questions.
Session outline.
Step 3: Select the Team Facilitator.
Step 4: Select and Invite Employee Participants.
Step 5: Conduct the Meeting.
Step 6: Analyze Data and Report Findings.

Source: Society for Human Resource Management:
https://www.shrm.org/resourcesandtools/tools-and-samples/how-to-guides/pages/conduct-employee-focus-group.aspx

MEASURING IMPACT - QUANTITATIVE

Rise will also develop quantitative measures that relate to whether the above goals were achieved. These quantitative measures will include:

A. External Audit + Reporting System for AAP Effectiveness

Rise's senior management will develop and implement an auditing system that measures the effectiveness of its Plan, including:

- ***MONITOR*** records of personnel activity including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure nondiscrimination.
- ***REPORT*** outcomes of personnel activity.
- ***REVIEW*** report results with all levels of management.
- ***ADVISE*** management of program effectiveness and submit correction recommendations.
- ***IMPLEMENT + IMPROVE*** unsatisfactory performance, utilizing a third-party consultant when necessary.

B. Measuring The Effectiveness of the Plan

Rise's management has the responsibility of implementing the audit and reporting system of the Plan. Responsibility also lies with each department manager and supervisor. GTI's Audit and Reporting System is designed to:

- Measure the effectiveness of the Plan.
- Document personnel activities.
- Identify problem areas where remedial action is needed.

- Determine the degree to which its Plan's goals have been obtained.

The following personnel activities will be reviewed to ensure nondiscrimination and equal employment opportunities for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion or national origin:

- Recruitment, advertising and job application procedures.
- Hiring, promotion, layoff.
- Pay and other forms of compensation including fringe benefits.
- Job assignments, job classifications, job descriptions.
- Sick leave, leaves of absence, or any other leave.
- Training, attendance at professional meetings and conferences.
- Any other term, condition or privilege of employment.

C. Workforce Utilization Report

Rise will track diversity to ensure a diverse workforce. A workforce utilization report will include the following information for each job category:

- The total number of persons employed in each job category.
- The total number of men employed in each job category.
- The total number of women employed in each job category.
- The total number of Veterans in each job category, if reported by the employee.
- The total number of service-disabled Veterans in each job category, if reported by the employee.
- The total number of persons with a disability employed in each job category, if reported by employee.
- The total number of members of each racial minority employed in each job category, if reported by employee.

Sample Workforce Utilization Report

Description	Corporate	Grow/Process	Dispensary
Men	#	#	#
Women	#	#	#
Veteran	#	#	#

Service-Disabled Veteran	#	#	#
Disabled	#	#	#
Racial Minority	#	#	#

Rise will routinely analyze its processes to determine impediments to equal employment opportunities (EEOs). GTI will evaluate:

- ***UTILIZATION AND DISTRIBUTION:*** Analyze distribution of minority, disabled, Veteran or female utilization across job groups.
- ***SELECTION DISPARITIES IN HIRING AND PROMOTION:*** Monitor recruiting, onboarding, training, promotion and departure activity to identify and fix disparities.
- ***COMPENSATION DISPARITIES:*** Annual compensation analysis to determine if there are diversity disparities.

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 Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MU

GTI-Massachusetts NP Corporation, Inc. is a registrant with the Department of Public Health in accordance with 105 CMR 725.100(C) as of April 19, 2018.
Bryan Harter
Director
Medical Use of Marijuana Program
Bureau of Healthcare Safety and Quality
Massachusetts Department of Public Health

(1) Exact name of the non-profit: GTI - Massachusetts NP Corporation

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

RISE Holdings, Inc.

(3) The plan of entity conversion was duly approved in accordance with the law.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

RISE Holdings, 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:*

The corporation is organized: (a) to cultivate, manufacture, market, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis in different forms, and other related products, for both medicinal and recreational uses, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all activities incidental thereto; and (c) to engage in any other activities in which a corporation formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

P.C.

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 Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

(1) Exact name of the non-profit: GTI - Massachusetts NP Corporation

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

RISE Holdings, Inc.

(3) The plan of entity conversion was duly approved in accordance with the law.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

RISE Holdings, 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:*

The corporation is organized: (a) to cultivate, manufacture, market, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis in different forms, and other related products, for both medicinal and recreational uses, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all activities incidental thereto; and (c) to engage in any other activities in which a corporation formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

P.C.

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	10,000			

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.

ARTICLE V

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

Shares of Common Stock may not be transferred except by unanimous consent of the Board of Directors and all holders of Common Stock.

ARTICLE VI

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

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

ARTICLE VII

The effective date of organization 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:
2 Seaport Lane c/o Vicente Sederberg LLC Boston, MA 02210

b. The name of its initial registered agent at its registered office:
Adam Fine

c. The names and 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: Peter Kadens, 325 W. Huron Street, Suite 412, Chicago, IL 60654

Treasurer: Benjamin Kovler, 325 W. Huron Street, Suite 412, Chicago, IL 60654

Secretary: Benjamin Kovler, 325 W. Huron Street, Suite 412, Chicago, IL 60654

Director(s): Benjamin Kovler: Peter Kadens: Anthony Georgiadis: Andy Grossman: Eugene Monroe: 325 W. Huron Street, Suite 412, Chicago, IL 60654

d. The fiscal year end of the corporation:
12/31

e. A brief description of the type of business in which the corporation intends to engage:
Cultivate, manufacture, market, promote, sell and distribute cannabis and related products.

f. The street address of the principal office of the corporation:
2 Seaport Lane c/o Vicente Sederberg LLC Boston, MA 02210

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

2 Seaport Lane c/o Vicente Sederberg LLC Boston, MA 02210 , 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 by: _____,
(signature of authorized individual)

☐ Chairman of the board of directors,

☑ President,

☐ Other officer,

☐ Court-appointed fiduciary,

on this 9 day of April, 2018

COMMONWEALTH OF MASSACHUSETTS

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

Articles of Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of $_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____ , at _____ a.m./p.m.
time

Effective date:_____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Name approval

C

M

Filing fee: Minimum $250

TO BE FILLED IN BY CORPORATION
Contact Information:

Peter Kadens

325 W. Huron Street, Suite 412

Chicago, IL 60654

Telephone: 312-282-4281

Email: pkadens@gtigrows.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

GTI MASSACHUSETTS NP CORPORATION
BOARD RESOLUTION

Pursuant to the procedures described in St. 2017, ch. 55, § 72, the undersigned, being directors of GTI – Massachusetts NP Corporation ("GTI"), a non-profit corporation located in the Commonwealth of Massachusetts, hereby waive all notice, and consent to the following actions being taken by the corporation pursuant to Article IV, Section 5 of the GTI Massachusetts NP Corporation Third Amended Corporate By-Laws.

The Resolution(s), detailed below may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. **RESOLVED,** that the undersigned Directors of GTI MASSACHUSETTS NP CORPORATION approve the Plan of Conversion appended hereto as Exhibit A, having determined that such action is consistent with GTI Massachusetts NP Corporation's corporate purpose.

Peter Kadens, Director

Benjamin Kolver, Director

Anthony Georgiadis, Director

Jessica Crispo, Director

Mark Cutting, Director

David Gerzof Richard, Director

Dated: April 9, **2018**

GTI MASSACHUSETTS NP CORPORATION
BOARD RESOLUTION

Pursuant to the procedures described in St. 2017, ch. 55, § 72, the undersigned, being directors of GTI – Massachusetts NP Corporation ("GTI"), a non-profit corporation located in the Commonwealth of Massachusetts, hereby waive all notice, and consent to the following actions being taken by the corporation pursuant to Article IV, Section 5 of the GTI Massachusetts NP Corporation Third Amended Corporate By-Laws.

The Resolution(s), detailed below may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. **RESOLVED,** that the undersigned Directors of GTI MASSACHUSETTS NP CORPORATION approve the Plan of Conversion appended hereto as Exhibit A, having determined that such action is consistent with GTI Massachusetts NP Corporation's corporate purpose.

Peter Kadens, Director

Benjamin Kolver, Director

Anthony Georgiadis, Director

Jessica Crispo, Director

Mark Cutting, Director

David Gerzof Richard, Director

Dated: April 4, **2018**

GTI MASSACHUSETTS NP CORPORATION
BOARD RESOLUTION

Pursuant to the procedures described in St. 2017, ch. 55, § 72, the undersigned, being directors of GTI – Massachusetts NP Corporation ("GTI"), a non-profit corporation located in the Commonwealth of Massachusetts, hereby waive all notice, and consent to the following actions being taken by the corporation pursuant to Article IV, Section 5 of the GTI Massachusetts NP Corporation Third Amended Corporate By-Laws.

The Resolution(s), detailed below may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

1. **RESOLVED,** that the undersigned Directors of GTI MASSACHUSETTS NP CORPORATION approve the Plan of Conversion appended hereto as Exhibit A, having determined that such action is consistent with GTI Massachusetts NP Corporation's corporate purpose.

Peter Kadens, Director

Benjamin Kolver, Director

Anthony Georgiadis, Director

Jessica Crispo, Director

Mark Cutting, Director

David Gerzof Richard, Director

Dated: April 16, **2018**

EXHIBIT A

PLAN OF ENTITY CONVERSION
GTI-MASSACHUSETTS NP CORPORATION

Whereas, GTI-Massachusetts NP Corporation, a Massachusetts non-profit corporation incorporated pursuant to G.L. c. 180, (the "Company"), plans to convert into a Massachusetts corporation pursuant to St. 2017, ch. 55 § 72, subject to the approval of two-thirds of the Company's Board of Directors and the filing of the Articles of Entity Conversion with the Massachusetts Secretary of State; and

Whereas, St. 2017, ch. 55 § 72 requires the Company to adopt a Plan of Entity Conversion in accordance with G.L. c. 156D, § 9.51 in connection with such conversion;

Now, therefore, the Company hereby sets forth the details of the plan of such conversion into Rise Holdings, Inc., a Massachusetts business corporation (the "Surviving Entity"), in this Plan of Entity Conversion (the "Plan"):

1. Conversion Authorized. Subject to the adoption of this Plan by at least two-thirds of the Company's Board of Directors, the Company hereby agrees to convert the Company to the Surviving Entity (the "Conversion") and to perform such acts and execute such documents as may be necessary or convenient to affect the Conversion, including but not limited to the execution and filing of the Articles of Entity Conversion and the execution of the by-laws of the Surviving Entity.

2. Entity Type of Surviving Entity. The Surviving Entity shall be a Massachusetts business corporation incorporated pursuant to G.L. c. 156D.

3. Terms and Conditions of the Conversion. Upon the filing of the Articles of Entity Conversion with the Massachusetts Secretary of State, the Company shall be converted into the Surviving Entity pursuant to and in accordance with G.L. c. 156D, § 9.53. Upon the Conversion, all assets, liabilities, obligations, interests, and rights of the Company shall hereby be transferred to and assumed by the Surviving Entity.

4. Manner and Basis of Converting Interests into Shares of Surviving Entity. Upon the Conversion, the following individuals shall hold shares of Common Stock of the Surviving Entity as follows:

Name	Number of Shares of Common Stock
GTI CORE LLC	10,000
TOTAL	**10,000**

5. Organic Documents of the Surviving Entity. The Articles of Entity Conversion and Bylaws of the Surviving Entity are attached hereto as Appendix A.

6. Amendment. This Plan may be amended prior to filing the Articles of Entity Conversion with the Secretary of State of Massachusetts, except that subsequent to the adoption of this Plan by the Company's Board of Directors this Plan may not be amended to change:

    a. The amount or kind of shares or other securities, interests, obligations, rights to acquire shares, other securities or interests, cash, or other property to be received by the Members of the Company under the Plan;
    b. The organic documents that will be in effect immediately following the conversion, except for changes permitted by a provision of the organic law of the surviving entity comparable to G.L. c. 156D, § 10.05; or
    c. Any of the other terms or conditions of the Plan if the change would adversely affect any of the Members of the Company in any material respect.

BYLAWS

OF

RISE HOLDINGS, INC.

BYLAWS OF RISE HOLDINGS, INC.

Article I
OFFICES

Section I.01 Principal Office. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the board of Directors, and if no place is fixed by the board of Directors, such place as shall be fixed by the President.

Article II
SHAREHOLDERS

Section II.01 Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the board of Directors. Absent such designation, meetings shall be held at the principal office. The board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the board of Directors, and subject to any guidelines and procedures adopted by the board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section II.02 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law, provided, however, that, unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation (the "**Articles of Organization**"); (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section II.03 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the board of Directors, or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the board of Directors) may make a written request to the chair of the board (if any), President, vice President, or secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than thirty-five (35) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer

receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting, provided, however, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section II.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**proposing shareholder**") must have given written notice of the proposing shareholder's nomination or proposal, either by personal delivery or by the United States mail to the secretary of the Corporation. In the case of an annual meeting, the proposing shareholder must give such notice to the secretary of the Corporation no earlier than one hundred-twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a proposing shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section simultaneously with the written request for the meeting submitted to the secretary or within ten (10) calendar days after delivery of the written request for the meeting to the secretary.

A proposing shareholder's notice shall include as to each matter the proposing shareholder proposes to bring before either an annual or special meeting:

(a) The name(s) and address(es) of the proposing shareholder(s).

(b) The classes and number of shares of capital stock of the Corporation held by the proposing shareholder.

(c) If the notice regards the nomination of a candidate for election as Director:

(i) The name, age, business, and residence address of the candidate;

(ii) The principal occupation or employment of the candidate; and

(iii) The class and number of shares of the Corporation beneficially owned by the candidate.

(d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the proposing shareholder of such proposal.

Section II.05 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days (or, if sent by third class mail, thirty (30) days) and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the secretary, assistant secretary, transfer agent, or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission, or by mail, by or at the direction of the secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission with the consent of the shareholder. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

(a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.

(b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.

(c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.

(d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two consecutive notices to such shareholder by such means or (ii) the inability

to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section II.06 Persons Entitled to Vote. Except as otherwise provided by law, and except when a record date has been fixed, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given shall be entitled to notice of a shareholders' meeting, or to vote at such meeting. In the event notice is waived, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which the meeting is held shall be entitled to vote. If no record date has been fixed, the record date shall be:

(a) For determining shareholders entitled to give consent to action by the Corporation without a meeting, the day on which the first written consent is given.

(b) For determining shareholders for any other purpose, the later of (i) the day on which the board of Directors adopts the resolution relating thereto, or (ii) the sixtieth (60^{th}) day prior to the date of such other action.

Section II.07 Fixing the Record Date. The board of Directors may fix a time in the future as a record date to determine the shareholders entitled to notice of, and to vote at, any meeting of shareholders or give written consent to action by the Corporation without a meeting or entitled to receive any dividend or distribution, or to any change, conversion, or exchange of shares.

A record date fixed under this Section may not be more than sixty (60) days or less than ten (10) days before the meeting or more than sixty (60) days before any other action requiring a determination of shareholders. When a record date is so fixed, only shareholders of record at the close of business on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date. In the event any meeting of shareholders is adjourned for more than forty-five (45) days from the date set for the original meeting, the board shall fix a new record date for purposes of giving notice of, and determining the holders of shares entitled to vote at, such adjourned meeting.

Section II.08 Quorum of and Action by Shareholders. The presence at a meeting in person or by proxy of the persons entitled to vote a majority of the voting shares constitutes a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of such number of shareholders so as to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum, except as otherwise provided by law. Except as otherwise provided by law, herein or in

the Articles of Organization, the affirmative vote of a majority of the shares represented at a meeting at which a quorum is present, shall be the act of the shareholders.

Section II.09 Adjourned Meetings and Notice Thereof. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the shares present, in person or proxy. When a meeting is adjourned for forty-five (45) days or more, or if a new record date for the adjourned meeting is fixed by the board of Directors, notice of the adjourned meeting shall be given to such shareholders of record entitled to vote at the adjourned meeting, as in the case of any original meeting. When a meeting is adjourned for less than forty-five (45) days, and a new record date is not fixed by the board of Directors, it shall not be necessary to give any notice of the time and place of the adjourned meeting, means of electronic transmission or electronic video screen communication, if any, or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken, provided only business that might have been transacted at the original meeting may be conducted at such adjourned meeting.

Section II.10 Conduct of Meetings. The board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the board of Directors shall serve as the presiding officer. The secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes, or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section II.11 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of Common Stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section II.12 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver, notice, or consent need not specify the business transacted or purpose of the meeting, except as required by G.L. c. 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section II.13 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting is filed with the secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to G.L. c. 156D, § 7.22.

Section II.14 Action by Shareholders Without a Meeting. Any action, that, under any provision of G.L. c. 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; provided, however, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and provided, further, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one or more vacancies on the board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Article III
DIRECTORS

Section III.01 Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be five (5) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Directors shall be Peter Kadens, Benjamin Kovler, Anthony Georgiadis, Andy Grossman and Eugene Monroe.

Section III.02 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, the board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Without limiting the generality of the foregoing, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the power and, to the extent required by law the duty to:

(a) Appoint and remove at pleasure of the board, all officers, managers, management companies, agents, and employees of the Corporation, prescribe their duties in addition to those prescribed in these Bylaws, supervise them, fix their compensation, and require from them security for faithful service. Such compensation may be increased or diminished at the pleasure of the Directors;

(b) Conduct, manage, and control the affairs and business of the Corporation; make rules and regulations not inconsistent with the Articles of Organization or applicable law or these Bylaws; make all lawful orders on behalf of the Corporation; and prescribe in the manner of executing the same;

(c) Incur indebtedness and borrow money on behalf of the Corporation and designate from time to time the person or persons who may sign or endorse checks, drafts, or other orders of payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, and prescribe the manner of collecting or depositing funds of the Corporation, and the manner of drawing checks thereon;

(d) Appoint by resolution of a majority of the authorized number of Directors an executive committee and other committees and delegate to the executive committee any of the powers and authorities of the board in the management of the business and affairs of the Corporation, except the powers to (i) fill vacancies on the board or any committee, (ii) fix compensation of Directors; (iii) adopt, amend, or repeal these Bylaws; (iv) amend or repeal resolutions of the board that are expressly non-amendable or repealable; (v) declare a dividend or distribution to shareholders or authorize the repurchase of the Corporation's shares except at a rate, in a periodic amount or within a range, determined by the board; (vi) establish other committees of the board; or (vii) approve any action that in addition to board approval requires shareholder approval. The executive committee shall be composed of two (2) or more Directors. The provisions of these Bylaws regarding notice and meetings of Directors shall apply to all committees;

(e) Authorize the issuance of stock of the Corporation from time to time, upon such terms as may be lawful; and

(f) Prepare an annual report to be sent to the shareholders after the close of the fiscal or calendar year of this Corporation, which report shall comply with the requirements of law. To the extent permitted by law, the requirements that an annual report be sent to shareholders and the time limits for sending such reports are hereby waived, the Directors, nevertheless, having the authority to cause such report to be sent to shareholders.

Section III.03 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section III.04 Vacancies and Newly Created Directorships. A vacancy on the board of Directors exists in case of the occurrence of any of the following events:

(a) The death, resignation, or removal of any Director.

(b) The removal or declaration of vacancy by the board of Directors of a Director who has been declared of unsound mind by a court order or convicted of a felony.

(c) The Director is a member who is divested from ownership of the marijuana business by a decision of either the state or local licensing authority.

(d) The authorized number of Directors is increased.

(e) At any annual, regular, or special meeting of shareholders at which any Director is elected, the shareholders fail to elect the full authorized number of Directors to be voted for at that meeting.

All vacancies (other than vacancies created by removal of a Director) may be filled by the approval of the board of Directors or, if there is less than a quorum of Directors, by (i) a vote of the majority of the remaining Directors at a meeting held pursuant to notice or waivers of notice complying with G.L. c. 156D, (ii) unanimous written consent or (iii) a sole remaining Director. Each Director so elected shall hold office until his successor is elected at an annual, regular, or special meeting of the shareholders. The shareholders may, by vote or written consent of a majority of outstanding shares entitled to vote in the election of Directors, elect a Director at any time to fill any vacancy not filled by the Directors. The shareholders may, by vote of a majority of outstanding shares entitled to vote in the election of Directors or unanimous written consent, elect a Director at any time to fill any vacancy created by removal of a Director, except that a vacancy created pursuant to clause (b) of this Section may be filled by the board of Directors. If the board of Directors accepts the resignation of a Director tendered to take effect at a future time, the board or the shareholders may elect a successor to take office when the resignation becomes effective. A reduction of the authorized number of Directors does not remove any Director prior to the expiration of that Director's term of office.

Section III.05 Removal. The board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section III.06 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section III.07 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the board for any purpose or purposes may be called at any time by at least two Directors. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery, or orally. If notice is mailed, it shall be deposited in the United States mail at least four days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the board.

Section III.08 Electronic Participation. Members of the board may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section III.09 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the board of Directors, unless G.L. c. 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section III.10 Compensation. Directors shall not receive compensation or reimbursement in connection with his or her service as a Director, but shall be eligible to receive reimbursement for reasonable out-of-pocket expenses related to Director's performance of duties.

Section III.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the board of Directors or any committee thereof under G.L. c. 156D may be taken

without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the secretary to be filed with the minutes of the proceedings of the board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section III.12 Committees of the Board of Directors. The board of Directors, by resolution adopted by a majority of authorized Directors, may designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the board and to exercise the authority of the board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the board of Directors and its members.

A committee of the board of Directors does not have the authority to:

(a) Approve actions that require approval of the shareholders or the outstanding shares.

(b) Fill vacancies on the board or in any committee.

(c) Fix compensation of the Directors for serving on the board or on any committee.

(d) Amend or repeal bylaws or adopt new bylaws.

(e) Amend or repeal any resolution of the board of Directors that by its terms is not so amendable or repealable.

(f) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the board.

(g) Appoint other committees or board members.

The board of Directors, by resolution adopted by the majority of authorized Directors, may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the board of Directors and the delegation thereto of authority shall not operate to relieve the board of Directors, or any member thereof, of any responsibility imposed by law.

Article IV
OFFICERS

Section IV.01 Positions and Election. The officers of the Corporation shall be elected by the board of Directors and shall be a chair of the board or a President or both, a secretary and a treasurer. At the discretion of the board of Directors, the Corporation may also have other officers, including but not limited to one or more vice Presidents or assistant vice Presidents, one or more assistant secretaries, a chief financial officer, and a chief operations officer, as may be appointed by the board of Directors, with such authority as may be specifically delegated to such officers by the board of Directors. Any two or more offices may be held by the same person.

Officers shall be elected annually at the meeting of the board of Directors held after each annual meeting of shareholders. Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the board of Directors.

Section IV.02 Removal and Resignation. Any officer elected or appointed by the board of Directors may be removed with or without cause by the affirmative vote of the majority of the board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the chair, the President, the secretary, or the board.

Section IV.03 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the board of Directors or by direction of an officer authorized by the board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the board of Directors.

Article V
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section V.01 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by G.L c. 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section V.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

Article VI
SHARE CERTIFICATES AND TRANSFER

Section VI.01 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to G.L. c. 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i) the chair of the board, if any, a vice chair, if any, the President, or a vice President and (ii) the chief financial officer, an assistant treasurer, the secretary, or any assistant secretary.

Section VI.02 Transfers of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section VI.03 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts, or giving proxies with respect to those shares.

Section VI.04 Lost, Stolen, or Destroyed Certificates. The board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen, or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen, or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Article VII
CORPORATE RECORDS AND INSPECTION

Section VII.01 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, board of Directors, and committees of the board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, board of Directors, and committees of the board of Directors at its principal office, or such other location as shall be designated by the board of Directors from time to time.

Section VII.02 Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, board of Directors, and committees of the board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders, and voting trust certificate holders, in the manner provided by law.

Section VII.03 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Article VIII
MISCELLANEOUS

Section VIII.01 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the board of Directors.

Section VIII.02 Fiscal Year. The fiscal year of the Corporation shall commence on January 1 of each year.

Section VIII.03 Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of G.L. c. 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with

any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section VIII.04 Invalid Provisions. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section VIII.05 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in G.L. c. 156D, § 3.03(d), the board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting, and designation of additional or substitute Directors; provided that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

(a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the emergency.

(b) Relocate the principal office or designate alternative principal offices or regional offices.

(c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.

(d) Deem that one or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section VIII.06 Reports. The Corporation shall provide all Shareholders with notice of the availability of annual financial reports of the Corporation before the earlier the annual meeting of Shareholders or one hundred twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to Shareholders upon request in compliance with G.L. c. 156D, § 16.20.

Section VIII.07 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

Article IX AMENDMENT OF BYLAWS

Section IX.01 Amendment by Shareholders. Shareholders may adopt, amend or repeal bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws, or the Articles of Organization.

Section IX.02 Amendment by Directors. Subject to the rights of shareholders as provided in Section 9.01, and the statutory limitations of G.L. c. 156D, the board of Directors may adopt, amend, or repeal bylaws.

CERTIFICATE OF SECRETARY
OF
RISE Holdings, Inc., a Massachusetts corporation

The undersigned, Benjamin Kovler, hereby certifies that he is the duly elected and acting Secretary of RISE Holdings, Inc., a Massachusetts corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of _____ ____, 2018, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this _____ day of _____, 2018.

RISE HOLDINGS, INC.

By: _____
Name: Benjamin Kovler
Title: Secretary

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

mass.gov/dor

Letter ID: L1520794752
Notice Date: August 15, 2018
Case ID: 0-000-402-257

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000143

BENJAMIN KOPPEL
GTI MASSACHUSETTS NP CORPORATION
325 W HURON ST STE 412
CHICAGO IL 60654-5848

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GTI MASSACHUSETTS NP CORPORATION 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: August 14, 2018

To Whom It May Concern :

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

RISE HOLDINGS, INC.

is a domestic corporation organized on **April 25, 2018** , 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: 18080267590

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

Processed by:

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

mass.gov/dor

Letter ID: L0672530752
Notice Date: November 16, 2020
Case ID: 0-000-957-427

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

KYLE JANCZAK
GTI MASSACHUSETTS NP CORPORATION
325 W HURON ST STE 412
CHICAGO IL 60654-5848

Why did I receive this notice?

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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

RISE HOLDINGS, INC.

INVENTORY MANAGEMENT POLICIES & PROCEDURES
SEPARATION OF MEDICAL-USE AND ADULT-USE MARIJUANA

GENERAL OVERVIEW **2**

INVENTORY CONTROL SYSTEM **2**

INVENTORY TRACKING **2**

Virtual Separation of Medical-Use and Adult-Use Marijuana *3*

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GENERAL OVERVIEW

RISE Holdings, Inc. ("RISE") has established inventory control policies in order to ensure the safe and secure production, movement and storage of marijuana and marijuana products from seed to sale. RISE will limit its inventory of seeds, plants, and usable marijuana to reflect the projected needs of its customers (patients and consumers). As a result, inventory levels will be reviewed and adjusted on an on-going basis. In addition, RISE has developed internal controls to mitigate the risk of inventory loss.

INVENTORY CONTROL SYSTEM

RISE shall maintain an electronic, real-time inventory tracking system that provides the electronic tracking of an individual cannabis or marijuana plant, including its cultivation, growth, harvest and preparation of cannabis or marijuana products, if any, and final sale. It will also be able to track agents' and licensees' involvement with the marijuana product.

RISE's inventory control system includes cultivation tracking, patient management, point-of-sale (POS) system, and the state Seed-to-sale SOR. Records will be retained and will have the ability to show which RISE agent inputted the information. In addition, Real-time inventory levels will be reported through the POS system. Each product will have a unique transaction record that shows the details of the sale or acquisition, the addition or removal of the product from inventory, the date/time of the transaction, and the RISE agent who performed the transaction. All sales transactions will be tied to the individual patient's record.

INVENTORY TRACKING

All RISE marijuana inventory shall be tracked using plant tags on all marijuana clones and plants and package tags on all finished marijuana, MIPs and marijuana products with unique tracking number(s) for the Seed-to-sale SOR. All marijuana will be weighed with a certified Class II NTEP Balance. All RISE agents shall follow the Commission's "Massachusetts Seed-To Sale Guidance" document to ensure RISE's inventory is properly tracked. RISE shall maintain real-time tracking of its inventory, including:

- Marijuana plants.
- Marijuana plant-seeds and clones in any phase of development, including propagation, vegetation, and flowering.

- Marijuana ready for dispensing.
- All MIPs or marijuana products
- All damaged, defective, expired, or contaminated marijuana, MIPs or marijuana products awaiting disposal.

At the conclusion of each operational period, designated personnel shall:

- Ensure that all marijuana products are properly stored in the final product vault.
- Ensure that all work tables and surfaces are clear of marijuana product.
- Ensure that all marijuana product has been removed from processing equipment and is properly stored.

Virtual Separation of Medical-Use and Adult-Use Marijuana

RISE shall electronically separate medical-use and adult-use marijuana, MIPs, and marijuana products using plant or package tags in the Seed-to-sale SOR. The Seed-to-sale SOR shall have record of RISE's entire inventory.

Transfer of Product

Subject to marijuana product or MIPs being entered into the Seed-to-sale SOR, an RMD may transfer product to a Marijuana Establishment; and a Marijuana Establishment may transfer product to an RMD as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4).

Such transfers cannot violate provisions protecting patient supply under 935 CMR 502.140(9). An RMD must limit its transfer of inventory of seeds, plants, and usable marijuana to reflect the projected needs of registered Qualifying Patients.

RISE agents shall ensure all affiliated and unaffiliated transfers are documented proper per Commission regulations and guidance documents.

RISE HOLDINGS, INC.

SECURITY POLICIES & PROCEDURES

ACCESS CONTROL – UNDER 21 NOT PERMITTED

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INTRODUCTION

RISE Holdings, Inc. ("RISE") has prepared and developed security policies and procedures to provide for the safe, orderly, and legal production and distribution of marijuana. The following policies and procedures are necessary to ensure the safety and security of RISE facilities. RISE shall share its security plan and procedures with law enforcement authorities and fire services and periodically update law enforcement authorities and fire services if the plans or procedures are, if approved by the Commission, modified in a material way.

ACCESS CONTROL

Access to the facility shall be limited to individuals 21 years of age or older. Only employees with a valid Commission agent registration card or authorized visitor shall be granted access.

Limited Access Areas - Authorized Visitor Access

Limited Access Areas include where cannabis or marijuana products, or their byproducts are cultivated, stored, weighed, packaged, processed, or disposed of. Access to Limited Access Areas shall be limited to persons that are essential to operations in these areas and specifically permitted by RISE; representatives of the Commission acting in accordance with their authority under the adult-use, medical-use and collocated operations laws; Commission designee(s); and law enforcement authorities; and emergency responders acting within their lawful jurisdiction.

Authorized visitors will be issued a Visitor Badge and be escorted by an authorized RISE agent at all times. Agents will be notified when an authorized visitor is entering a Limited Access Area. Authorized visitors are prohibited from remaining on the premises once the purpose of their visit has been completed.

Visitor Access Procedures

- Photograph identification, such as a valid driver's license, will be required for all authorized visitors.
- Visitor Record: A visitor sign-in and sign out record will be required. This record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Visitor Badge issued upon entry and returned upon exit.

Building Access Controls

- Access will be controlled by card proximity readers and monitored using cameras, a buzzer system, and intercoms. In addition, there is a one-sided window in the security office allowing security agents to view individuals as they approach the main entrance to a RISE facility.

Access Control to Limited Access Areas

Limited Access Areas include where cannabis or marijuana products, or their byproducts are cultivated, stored, weighed, packaged, processed, or disposed of. Individuals who are not registered agents of RISE will not be permitted to enter Limited Access Areas (with the exception of limited visitor access, see above "Limited Access Areas – Authorized Visitors").

- Limited Access Areas will be clearly identified with a posted sign that will be a minimum of 12" x 12" and states in lettering no smaller than one in height: "DO NOT ENTER – LIMITED ACCESS AREA – ACCESS LIMITED TO AUTHORIZED PERSONNEL ONLY"
- The minimum number of authorized agents essential for efficient operation will have access to inventory, cash, and management offices. Access will be restricted using zoned proximity reader key cards and by maintaining internal automatic locking doors.
- RISE agents will visibly display their RISE ID badge while performing job duties on-site or off-site.
- Agents may not bring bags, camera phones, backpacks or purses from the break room into the areas where patients, caregivers and visitors are present. Agents will use individual lockers for storing personal belongings during scheduled work hours. Any item that could be used for diversion may be prohibited at the discretion of the Director of Security.

AGENT SECURITY

Identification Badging

- A permanent badge with photo identification will be issued to each agent on their first day of employment with RISE – this ID badge is in addition to the Commission agent registration card issued by the Commission.

- RISE agents will visibly display their RISE ID badge at all times while performing their assigned job duties, whether on or off-site.
- Badges will be promptly recovered or, when appropriate, re-issued whenever an agent's requirement for entry to RISE no longer exists, including immediate card deactivation, due to an internal transfer, termination of employment, or for any other appropriate reasons.

Badge Preparation

- Prior to badge preparation for a new agent, the Director of Security will ensure that all required background checks have been completed and documented and that the agent is granted the appropriate level of access for the job the agent will be performing.
- A color photograph will be taken and the agent's last name and assigned agent number will appear on the badge.
- The badge will include a number, date of issue, and agent's name, and this information will be recorded in the badge log maintained as part of RISE's recordkeeping requirements.
- Badges shall be worn on the outer garment, above the waist. Neck lanyards are acceptable to display badges.

Badge Control/Accountability

- All permanent badge "blanks" will be individually numbered with a sequential number on the front.
- Permanent badges are recorded in a master log, using the preprinted sequential number on the front, date of issue and printed name and maintained as part of RISE's recordkeeping requirements.
- Visitor badges are maintained by the Director of Security or a designated alternate.
- All visitor badges are individually numbered and are issued to specific individuals.
- The type of badge issued is determined by the purpose of the visit and verified authorized access level.
- Upon issue, the badge number is recorded in the visitor log.
- Upon departure, badges will be returned and the departure time is recorded on the visitor log. Badges will be checked to ensure the individual has returned the same badge issued.
- The visitor log will be maintained as part of RISE's recordkeeping requirements.

Proximity Access Cards

- In addition to the identification badges worn by all agents, proximity card readers will secure all Limited Access Areas and will only be issued to those agents who require access to Limited Access Areas to complete job functions.
- Access Cards will be issued and accounted for in RISE's Access Card database and be maintained in accordance with RISE's recordkeeping requirements.
- Each access card will grant access to specific zoned areas for authorized access; access may be limited as necessary.
- Keys and key cards shall remain on an individual's person at all times and are prohibited from being left in locks or stored/placed in a location accessible to persons other than specifically authorized personnel.

RISE HOLDINGS, INC.

Quality Control and Testing[1]

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GENERAL REQUIREMENTS

a. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol established in accordance with M.G.L. c. 94G, § 15 and in 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) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission;
b. Marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Rise acknowledges and understands that the Commission may require additional testing;
c. Rise Holdings, Inc. ("Rise") will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch, and (ii) of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification will be from both Rise and the Independent Testing Laboratory, separately and directly. The notification from Rise will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination;
d. Rise will maintain the results of all testing for no less than one year, and acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested;
e. The sale of seeds is not subject to these testing provisions;
f. Clones are subject to these testing provisions but are exempt from testing for metals;
g. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13);
h. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
i. All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Rise for disposal or by the Independent Testing Laboratory disposing of it directly;
j. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160;
k. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
l. Any marijuana or marijuana products 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.

SOLID GROWING MEDIA SAMPLING

Cultivation media will be tested in compliance with Commission protocols. Soil for cultivation will meet the federal standards identified by the Commission, including but not limited to the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. All soils and solid growing media will be sampled and analyzed initially prior to use for cultivation of marijuana, and at least annually, or quarterly if the soil is amended. Specifically, all source soils or solids will be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Samples will be taken from 5% of individual plant containers. Sample collection documentation will identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination. Agents performing sampling will use decontaminated sampling tools and equipment to ensure that samples are not contaminated. All instructions from the analyzing laboratory will be followed in the transportation of samples. Laboratory analysis will be performed by a laboratory that is:

- 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; or
- Certified, registered, or accredited by an organization.

Source soils will be sampled and analyzed:

- Prior to use in cultivation;
- Whenever a new source material is utilized; or
- At a rate of one sample per cubic yard of source soil or, when collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).

Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include, but are not limited to, soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation soils will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below). If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.

Sources of solid growing media including soils must be sampled and analyzed prior to use in cultivation and upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation operation. Sampling and analysis frequency, sample locations, and quality control (QC) samples are detailed herein and will comply with all regulatory guidance and will be periodically reviewed and amended to ensure such compliance.

MINIMUM SAMPLING AND ANALYSIS FREQUENCY FOR SOILS AND SOLIDS

Source Soils and Solids

- All source soils and solids will be sampled and analyzed prior to use in cultivation.
- All source soils and solids will be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
- All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid media/soil.
- Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include but are not limited to soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation Soils or Solids

- All cultivation soils and solid materials will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below).
- If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Note that soil amendment includes any material added to a soil, including other soils, to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration, and structure. Note that soil amendment does not include addition of water or fertilizers added solely for nutrients. Materials such as compost or manure that are added for nutrients and to change the character of the soil and that are added in bulk are considered soil amendments for the

purpose of this protocol. Application of soil amendments must be consistent with all Commission requirements.

- For cultivation that utilizes beds or other broad area cultivation, solid growing media/soil samples will be collected at the rate of 1 sample per discrete cultivation unit or at least 1 sample per 100 square feet of soil area for larger discrete cultivation units.
- For cultivation that utilizes individual plant containers (as opposed to beds or in-ground cultivation), solid growing media/soil samples will be collected from a minimum of 5 percent of the total number of growing containers.
- Solid growing media samples will be collected to be representative of the horizontal and vertical conditions of the growing configuration.
- When collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).
- Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.
- Samples will be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analyses that would demonstrate that any single sample in the composite would not exceed the contaminant limits described later in this protocol. In no case may more than five (5) primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant contaminant limits, not just the composite itself. For example, if the results of a five-sample composite are reported as 1.0 mg/kg, any one subsample (20% of the total composite) could contain up to 5 mg/kg when accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/kg + 4 samples at 0 mg/kg = average of 1 mg/kg).
- Composite samples are not recommended but are allowable to scale sampling and analysis to fit the cultivation scale and approach. However, use of composite samples to demonstrate compliance would require corrective actions on all individual samples should the composite sample fail to achieve acceptable limits on any target analyte.

A diagram of the cultivation area, the sampling design, and the horizontal and vertical location of each sample will be created for each sampling event and maintained on file for review by inspection authorities.

QUALITY CONTROL (QC) SAMPLES FOR SOILS AND SOLIDS

Field duplicate samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected to provide verification of field and laboratory procedures. Field duplicate samples will be collected and analyzed for each analytical method performed on the samples. Field duplicate samples will not be identified to the laboratory (blind QC). Blank samples are required to provide important information on potential positive bias on any positive results in field samples.

Equipment rinsate blanks are required whenever non-disposable sampling equipment is used to collect samples at multiple locations such as in source soil testing or testing of hydroponic nutrient solutions. Equipment rinsate blanks must be collected at the rate of one (1) per sampling event per sampling equipment type with at least one (1) equipment rinsate blank for every twenty (20) field samples of the same matrix. Where equipment rinsate blanks are not appropriate (i.e., use of disposable sampling equipment, collection of just one sample location, or direct collection into the sampling container), field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of one (1) per sampling event per sampling equipment type with at least one (1) for every twenty (20) field samples of the same matrix.

WATER SAMPLES

Rise's water supply will be sufficient for necessary operations. Water will not be sampled because water is from a Public Water Source (PWS) used in solids-based cultivation. Public water analysis records will be maintained by Rise and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis.

RISE HOLDINGS, INC.

AGENT HANDBOOK[1]

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INTRODUCTION TO HANDBOOK

It is our pleasure to issue a copy of our Agent Handbook containing information that will assist in answering your questions regarding RISE Holdings, Inc. ("RISE" or the "Company") policies and benefits. Please do not hesitate to request clarification on any item that is not immediately clear. The Company may alter or amend the policies and provisions contained in this handbook at any time at its discretion. As changes occur, the Company will promptly inform its agents of any such changes.

This handbook has been written to provide guidance and to help Agents know more about the Company. Brief outlines of the benefits, salary plan, rules and regulations, etc., are contained for review. For more detailed information on any of these subjects, please contact the Human Resources Manager. **THIS HANDBOOK IS NOT A CONTRACT. THE BENEFITS, POLICIES AND PROCEDURES OUTLINED IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME, AT THE SOLE DISCRETION OF THE COMPANY.** This handbook does not make any enforceable promises or guarantees.

Notwithstanding any statements made in this handbook or any employment-related discussion, it is understood that all agents at the Company are employed on an at-will basis and may resign or be terminated at any time.

SECTION I – FEDERAL, STATE AND LOCAL REGULATIONS

Americans with Disabilities Act (ADA)

RISE is committed to fully complying with the Americans with Disabilities Act (ADA) and ensuring opportunities in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational

structures, and position description. To the extent applicable, leave will be available to all qualified agents on an equal basis.

RISE is also committed to not discriminating against any qualified applicants because those applicants are related to or associated with a person with a disability. RISE will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. RISE is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

COBRA

Full-time agents who leave RISE for any reason other than gross misconduct may extend their medical coverage for themselves and their immediate family members for up to 18 months, unless they leave RISE because they become (a) disabled, then they have up to 29 months, (b) die, then beneficiaries have 36 months, (c) become divorced or legally separated, or participate in Medicare, then they have 36 months.

If agents elect to use COBRA, they must notify RISE in writing within 60 days of termination. Agents must pay 100% of the premium in addition to a 2% administrative fee.

All premiums must be pre-paid for each month of extended coverage. Failure to pre-pay the premium will result in the termination of medical insurance coverage. Coverage will also be terminated should RISE terminate coverage for all agents, or if the agent becomes eligible for coverage under another group medical insurance plan.

All requests for COBRA should be received in writing. Requests to terminate coverage should also be submitted in writing.

Employment Eligibility

RISE complies with all federal and state immigration laws and regulations and is committed to providing a workplace free from discrimination, including discrimination based on national origin or citizenship status. To meet these obligations, RISE will verify employment eligibility of all new hires and re-verify such eligibility as required by law.

All new agents must complete and sign Section One of Federal Form I-9 at the time of hire. RISE will furnish new agents with this form. Agents are required to provide RISE with documentation of identity and employment eligibility within 3 business days after their employment starts. RISE will only accept identity and employment eligibility documents as listed on Form I-9 that appear to be genuine (e.g. United States passport; birth certificate, etc.). Please note that payroll cannot begin until Form I-9 is completed and submitted to RISE.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at RISE will be based on merit, qualifications, and abilities. RISE does not discriminate in employment opportunities or practices on the basis of race, sex, color, age, national origin, ancestry, sexual orientation, handicap, disability, genetic information, pregnancy, marital status, gender identity/expression, religion, creed, veteran's status, national guard or reserve unit obligations, or other protected status.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any agents with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their manager. Agents can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Family Medical Leave Act (FMLA)

RISE provides family leaves of absence without pay to eligible agents who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a healthcare provider.

Agents in the following employment classifications are eligible to request family leave as described in this policy:

- All agents who have worked for RISE for at least 12 months and at least 1,250 hours in the 12 months prior to the leave request.

Eligible agents should make requests for family leave to their manager at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Agents requesting family leave related to the serious health condition of himself/herself, a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible agents may request up to a maximum of 12 weeks of family leave within any 12- month period. Any combination of family leave and medical leave may not exceed this maximum limit. Agents will be required to first use any accrued paid leave time before taking unpaid family leave. Married agents/couples may be restricted to a combined total of 12 weeks leave within any 12-month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition. Where leave is taken for the purpose of giving birth or caring for an adopted child, the leave may be counted simultaneously against entitlement under the Maternity and FMLA leave.

Subject to the terms, conditions, and limitations of the applicable plans, RISE will continue to provide health insurance benefits for the full period of the approved family leave. Other benefits will be maintained by RISE under the same conditions as for active agents.

So that an agent’s return to work can be properly scheduled, an agent on family leave is requested to provide RISE with at least two weeks advance notice of the date the agent intends to return to work. When family leave ends, provided the agent has complied with the above requirements set forth in this Section, the agent will be reinstated to the same position, if it is available, or to an equivalent position for which the agent is qualified.

If an agent fails to return to work on the agreed upon return date, RISE will assume that the agent has resigned.

Section 125 Plan

As required under Section 125 of the Internal Revenue Code, RISE offers a Section 125 program to all eligible agents. Participation in the program allows agents to contribute pre-tax dollars to pay their health insurance premiums. Thus, eligible agents do not pay federal and state income tax or social security tax on dollars deducted from their pay to cover health insurance premiums. Participation in the program is voluntary.

Workers' Compensation

RISE agents are covered by the Massachusetts Workers' Compensation Act that provides financial compensation and the payment of certain medical expenses to workers for certain injuries sustained or illnesses arising from their employment. In the event an agent is injured, he/she may be eligible to receive weekly workers' compensation wage- replacement benefits. RISE bears the full cost of this program.

Agents must immediately report all injuries or illnesses, regardless of severity to their manager. RISE management will work with the injured agent to complete the injury report no later than 72 hours after the injury occurs.

Agents may not use group health plans for injuries or illnesses covered under the Workers' Compensation Act. Further, agents may not use accrued leave while they are receiving wage-replacement benefits under workers' compensation.

RISE works closely with its workers' compensation insurer to investigate any suspected fraudulent workers' compensation claims. As a result, RISE reserves the right to prosecute any agent who files a fraudulent claim or engages in other workers' compensation fraud.

SECTION II – PERSONNEL POLICIES

Agent Registration

All RISE agents are required to complete the Commission issued paperwork in order to register with the MMJ Online System and obtain a registration card. Agent registration cards are valid for one year from the date of issue and must be renewed in order to be employed by RISE. Changes to information (e.g. address, name change, etc.) must be reported to the Commission within five (5) business days. An agent may be registered under 935 CMR 500.000: Adult Use of Marijuana

or 935 CMR 501.000: Medical Use of Marijuana. RISE agents may only perform tasks and duties permitted by the license or registration under which they are registered (Adult Use or Medical Use) and may perform colocated tasks and duties only if registered under both 935 CMR 500.000-Adult Use and 501.000-Medical Use.

In addition, all RISE agents are required to submit to a CORI report at the time of employment and on an annual basis. On-going employment is subject to the agent's ability to meet agent registration requirements set forth by the Commission. CORI reports will be kept separately from the agent's personnel record.

Attendance

RISE's successful operation depends in large part upon the regular and punctual attendance of each of its agents. Agents have an important job which fits into the pattern of company operations. Absences are undesirable because they affect fellow agents and RISE's registered patients and caregivers ("P/Cs") and adult consumers ("consumers").

Agents are required to be at work for their scheduled start time. If agents anticipate being late, their manager should be notified prior to the scheduled start time in person, by telephone, or e-mail. Agents are asked to arrive at work no more than 15 minutes early.

Sick agents should notify their manager prior to the start of the work day (preferably the night before if possible) if they are unable to come to work due to illness.

Dress Code

Dress, grooming, and personal cleanliness standards contribute to the morale of all agents and the image RISE presents to P/Cs, consumers, and visitors. During hours of operation, agents are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Drug-Free Workplace

It is RISE's desire and intent to provide a drug-free, healthful, and safe workplace for all agents. To promote this goal, agents are required to report to work in appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated

when agents engage in the use and/or possession of illegal drugs and when they abuse alcohol and illegal drugs.

Thus, while on the premises of RISE and while conducting business-related activities off RISE premises, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employment on an At-Will Basis

All agents of RISE, regardless of their classification or position, are employed on an at- will basis. This means that each agent's employment is terminable at the will of RISE or the agent at any time, for any reason, or no reason, and with or without notice.

Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the company shall in any way create an express or implied contract of employment or an employment relationship other than an at-will basis.

Employment Classifications

The first three (3) months of employment at RISE for all agents are training period months. A supervisor may recommend that a new agent 's employment be terminated at any time during the three (3) month training period if the overall evaluation of the person and the position warrants such action.

At the end of three (3) months, the agent 's performance will be appraised. At this appraisal, the supervisor will inform the agent that the agent will become a regular agent; that the trial period is being extended, or that at RISE no longer needs the agent 's services.

For the sole purpose of determining the allowance of certain benefits, agents are classified as one of the following:

- **Regular Full-Time Agent**: An agent who is scheduled to work an average of 30 or more hours per week on a regular and continuous basis. Regular Full-Time agents are eligible for the following benefits:
    - Paid Time Off (PTO)
    - Holiday Time
    - Health Insurance
    - Retirement Plan
    - Bereavement Leave
    - Jury Duty Leave; and
    - Any other leave permitted by law.
- **Regular Part-Time Agent**: An agent who is scheduled to work less than an average of 30 hours per week. Regular Part-Time agents may be eligible for the following benefits on a prorated basis according to regularly scheduled hours worked:
    - Paid Time Off (PTO)
    - Holiday time; and
    - Any other leave permitted by law

For payroll purposes agents will be classified as one of the following:

- **Exempt Agents**: Certain agents such as executive and administrative agents are paid on a salary basis for all hours worked each week. These agents are expected to work whatever hours are required to accomplish their duties, even if it exceeds the normal workweek. No overtime pay will be paid to exempt agents.
- **Non-Exempt Agents**: All agents who are not identified as exempt agents are considered non-exempt agents. Non-exempt agents are eligible for payment of overtime premium pay.

Electronic Communications

RISE uses various means of electronic communications in its normal course of business. The purpose of this policy is to describe RISE's general rules regarding use of electronic communications. Agents that violate RISE's electronic communications policy are subject to discipline, up to termination. Additionally, agents who use RISE's electronic communications systems for illegal or fraudulent purposes are subject to legal action by appropriate local, state and federal authorities.

E-mail

RISE operates a corporate e-mail system. As such, RISE's email system should primarily be used to discuss business related activities. Agents must use RISE's email system to create, send, receive, and store all work-related emails; they cannot use personal email accounts to create, send, receive, or store work-related email.

RISE agents should not expect any privacy when using the corporate email system and are expected to abide by RISE's harassment policy and any other applicable policies when sending emails over the corporate email system.

Internet

Email and Internet communications are not private. Email and Internet access are valuable communication and research tools for conducting the RISE's business.

Because RISE provides agents with these tools, agents and members of RISE do not have a reasonable expectation of privacy in email and Internet communications. RISE has the right to view and disclose all electronic communications including email and Internet access.

RISE agents may not knowingly transmit, receive, or store any communication that; (i) is discriminatory, harassing, defamatory, or otherwise prohibited by federal law, (ii) appears derogatory and/or obscene to anyone, (iii) is a chain letter, joke, solicitation, offer to buy/sell goods, or other non-business related material of frivolous or trivial nature, and/or reveals company trade secrets, confidential information regarding P/Cs, or other information that could harm RISE or any of its affiliates.

Social Media

Agent use of social media (e.g. Facebook, Instagram, message boards, personal blogs, etc.) is prohibited during work time and through RISE owned and operated systems. RISE recognizes that agents may own various forms of electronic communications equipment (e.g. cell-phones, smart phones, etc.) that provide access to the internet and social media websites. Agents can only use personal electronic communications equipment and devices at the workplace according to RISE's electronic communications policy and other harassment policies in this handbook.

Agents who use social media should be mindful of their responsibilities towards RISE and fellow co-workers at all times. Once content is posted online, it is no longer under the author's control. RISE strives to maintain a professional work environment and considers harassment in all forms to be a serious offense in violation of RISE's harassment policy.

Cell phones

Cell phones are not permitted in any work-related area. Taking pictures or videos of any work-related areas is strictly prohibited.

Agent Privacy

In collecting, maintaining, and disclosing personnel information, RISE makes every effort to protect agents' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's file or record.

RISE treats personal information about agents as confidential and respects the need for protecting each agent's privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about RISE agents.

On occasion, RISE must provide information from its personnel records and files to federal, state, and local government agencies in accordance with reporting requirements imposed by such agencies. In the event a government agency requests information beyond which it normally requires, RISE ordinarily advises the affected agents of the agency's request unless the request occurs in the course of an agency investigation or if an agency asks RISE to keep such a request confidential.

In response to an information request from an outside organization or individual, RISE normally verifies only the employment status and dates of employment for former or present agents. RISE does not provide any other information unless and until it receives a written request from the agent or former agent.

Anti-Harassment Policy and Complaint Procedure

It is the goal of RISE to promote a workplace that is free of harassment based on race, color, religion, creed, national origin, sex, age, ancestry, sexual orientation, genetics, pregnancy, marital status, gender identity/expression, disability, handicap, military obligations, veteran status, participation in discrimination complaint-related activities or any other category protected by law ("protected class status"). Harassment of agents occurring in the workplace or in other settings in which agents may find themselves in

connection with their employment is unlawful and will not be tolerated by RISE. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. To achieve RISE's goal of providing a workplace free from harassment, the harassment conduct that is described in this policy will not be tolerated; RISE has provided a procedure by which inappropriate conduct will be dealt with, if encountered by agents.

Because RISE takes allegations of harassment seriously, RISE will respond promptly to complaints of harassment and, when it is determined that such inappropriate conduct has occurred, RISE will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth RISE's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other harassment.

Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under this definition, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and, in addition to the above examples, other sexually-oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one’s sexual experiences;
- Discussion of one’s sexual activities; and
- Dissemination in the workplace of sexually-explicit voice mail, e-mail, graphics, downloaded material or websites.

All agents should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an

investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Complaints of Harassment

If any RISE agents believes that he or she has been subjected to harassment, the agent has the right to file a complaint with our organization. This may be done in writing or orally.

Complaints may be filed by contacting the Human Resources Manager or other appropriate supervisory person, who are also available to discuss any concerns and to provide information about RISE's policy on harassment and RISE's complaint process.

Harassment Investigation

When RISE receives a complaint, RISE will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. RISE's investigation will include a private interview with the person filing the complaint and with witnesses. RISE will also interview the person alleged to have committed harassment. When RISE has completed its investigation, RISE will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, RISE will act promptly to eliminate the offending conduct, and where it is appropriate RISE will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of RISE's agents, RISE will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as RISE deems appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if an agent believes he or she has been subjected to unlawful harassment, he or she may file a formal complaint with either or both of the government agencies set forth below. Using RISE's complaint process does not prohibit an agent from

filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC and MCAD – 300 days).

1. The United States Equal Employment Opportunity Commission ("EEOC")
   475 J.F.K. Federal Building
   Government Center
   Boston, MA 02203-0506
   (617)-565-3200
2. The Massachusetts Commission Against Discrimination ("MCAD")

   Boston Office:
   One Ashburton Place --RM 601
   Boston, MA 02108
   (617) 727-3990

   Springfield Office:
   436 Dwight St., Suite 220
   Springfield, MA 01103
   (617) 739-2145

   New Bedford Office:
   800 Purchase Street, Room 501
   New Bedford, MA 02740
   508-990-2390

Occupational Safety Program

Safety is a top priority at RISE. To assist in providing a safe and healthful work environment for agents, P/Cs, consumers, and visitors, RISE has established workplace safety programs.

RISE provides information to agents about workplace safety and health issues through internal communication channels such as agent meetings, bulletin board postings, memos, or other written communications.

Each agent is expected to obey safety regulations and to exercise caution in all work activities. Agents must immediately report any unsafe condition to the appropriate manager. Agents who engage in unsafe behavior, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, agents should immediately notify any member of the RISE management team. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Patient Confidentiality

RISE is committed to providing P/Cs with the best possible service. It is imperative that all issues regarding P/Cs are held in strict confidence. All RISE agents must abide by the following standards:

- All agents agree that any and all files, lists and computer files belong to and are the sole and exclusive property of RISE. All information found in patient charts, files, lists, and computer files are confidential and constitute trade secrets of RISE. All agents further promise not to disclose any such information to any other person and shall not share such information other than in connection with their employment at RISE;
- All personal data and medical notes are highly confidential and may not be communicated to anyone without the patient's written consent;
- No patient records or other written materials are to be left on the counters or open on the computer screens where confidentiality could be compromised;
- Agents must not discuss a patient's illness with any staff member who does not need to know;
- Agents must not discuss the medical treatments or personal information of patients outside of RISE;
- Loose talk that others overhear can be the basis for a defamation or invasion of privacy suit. Agents must speak softly or privately with P/Cs so that others do not overhear;
- All agents must understand that the violation of a patient's privacy is support for immediate termination and must sign a form pledging confidentiality of patient information. This signed form will become a part of the agent's personnel record;
- Agents may only release a copy of patient records when a patient submits a written request specifying whether a portion of or all of the records are needed. The request must show the date, to whom, and to where a copy/copies are being sent and should be added to the patient's record immediately;

- Agents must not remove or make copies of any patient records or of business records, reports or documents without express permission from management; and,
- Upon termination, agents are required to return any property in their possession that belongs to RISE. Employment with RISE assumes an obligation to maintain confidentiality even after leaving RISE.

Because any violation of confidentiality could seriously injure RISE**'s** reputation and effectiveness, any unauthorized disclosure of confidential information or divulging any information to anyone outside RISE concerning RISE or its P/Cs is cause for immediate dismissal.

Agent/Personnel Records

As required by the Commission, RISE will maintain a personnel record for each dispensary agent. Personnel records will be maintained by RISE for a minimum of 12 months after the agent's affiliation with RISE concludes. At a minimum, the personnel record will contain the following:

- Documents submitted to the Commission for the purposes of obtaining/maintaining agent registration;
- Documentation of verification of references;
- Job description that details duties, authority, responsibilities, qualifications, and supervision;
- Offer letter or employment contract;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the gent indicating the
- date, time and place the training was received, the topics discussed and the name and title of the presenter(s);
- A copy of the application that RISE submitted to the Commission on behalf of the prospective agent;
- Documentation of periodic performance evaluations; and
- A record of any disciplinary action taken.

Note: CORI reports will be maintained separately from an agent's personnel record.

Workplace Violence

RISE does not tolerate acts of workplace violence committed by or against agents, visitors, or guests. RISE strictly prohibits agents from making threats or engaging in violent acts.

Prohibited conduct includes, but is not limited to: (i) injuring another person physically,

engaging in behavior that creates a reasonable fear of injury in another person, (iii) engaging in behavior that subjects another individual to extreme emotional distress, (iv) threatening to injure an individual or damage property and (v) committing acts motivated by, or related to sexual harassment. In addition, the Company is sensitive to issues of domestic violence and the potential danger it poses to our agents and our workplace. Accordingly, the Company will not hesitate to contact the appropriate law enforcement authorities in the event of any threatening behavior or act of violence against agents, visitors or guests of the Company, and to initiate criminal prosecution, if appropriate.

Agents are prohibited from carrying any guns, knives, or other items which could be considered weapons while on duty. In addition, RISE agents who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty.

This is a zero-tolerance policy, meaning RISE disciplines or terminates every agent found to have violated this policy.

Whistleblower Policy

If an agent believes or has knowledge that an RISE agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing cash, or any other activity which jeopardizes RISE's assets or agents, they should immediately report the incident to the Chief Executive Officer, or if unavailable the Chief Operating Officer. Illegal activities by others with whom RISE has a relationship (including but not limited to vendors, independent contractors, P/Cs, consumers etc.) should also be reported.

The Chief Executive Officer will lead the investigation, with assistance from the Director of Security and the agent's manager, if necessary. Investigations will be completed as discreetly and confidentially as is determined to be practical. If it is determined that an agent engaged in illegal or prohibited activity, RISE will take appropriate disciplinary measures against the offending

agent(s). Disciplinary measures include but are not limited to warnings, suspensions, and termination. Agents who report violations and/or cooperate with an investigation will not be subject to retaliation. The Chief Executive Officer will inform the agent who made the complaint of the results of the investigation upon its completion.

It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Chief Executive Officer.

SECTION III – SALARY ADMINISTRATION

Overtime Policy

Full-time non-exempt (hourly) agents may occasionally be asked to work more than 40 hours in a given work week. Each work week is considered separately in computing overtime pay. Such overtime work, which is undertaken only when necessary, must be approved in advance by the agent's manager. The agent will be compensated for overtime hours worked at the rate of one and one-half times the agent's base rate of pay. Working unapproved overtime may be cause for disciplinary action.

Please note that PTO, closed holiday, or leave without pay hours occurring in a 40+ hour work week, do not count as hours worked for the purposes of calculating overtime. For example, if an hourly agent worked 40 hours during the week of Thanksgiving in addition to the 8 hours paid for the Thanksgiving holiday, the total hours paid would be 48 at regular time rather than 40 hours regular time plus 8 hours of overtime.

Pay Procedures

RISE agents are paid every other Friday. If a regularly scheduled payday falls on a holiday, agents are paid on the last regular workday immediately preceding the holiday.

Federal and state withholding taxes and Social Security taxes are deducted from every paycheck. Voluntary deductions for health care benefits, retirement plan deferrals, and the like can be made after an agent completes the necessary authorization forms. RISE deducts court-ordered garnishments for personal debts – such as child support – without the agent's prior authorization. Deductions for federal and state taxes can also be made by RISE without prior authorization.

Agents should report a lost or stolen paycheck to their manager immediately. RISE will issue a new paycheck to the agent after payment is stopped on the original check.

However, if a check is lost through no fault of RISE and RISE is unable to stop payment on the check, RISE is not obligated to compensate the agent for the loss.

Direct Deposit

RISE encourages all agents to participate in the Direct Deposit Program. A standardized procedure is used to verify account numbers and account types before an actual electronic transfer occurs. Agents will be asked to complete a direct deposit form and provide a cancelled check during new hire orientation. Agents will be able to view an online earnings statement each payday that includes the same information that would be included in a paystub.

SECTION IV – BENEFITS

Health Insurance

RISE offers agents the opportunity to participate in its group health insurance program. Agents can select an individual or family coverage. All full-time, benefit-eligible agents are eligible for health insurance following a 90-day trial period.

Retirement Plan

RISE plans to implement a retirement plan option (i.e. 401(k), Simple IRA Plan) for the benefit of its agents. The purpose of this benefit is to afford to all eligible agents the opportunity to make contributions towards their retirement while deferring federal income taxes on the amounts contributed, and to reward eligible agents for long and loyal service by providing them with retirement benefits.

As a participant, agents may elect to contribute through payroll deductions. The total elective deferral in any calendar year may not exceed a dollar limit which is set by law.

To be eligible, an agent must have completed one year of service, and have worked a minimum of 1,000 hours. Upon completion of this requirement, agents will receive an enrollment packet.

Holidays

RISE anticipates observing the following holidays, subject to the needs of the agent's department:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays that fall on a Saturday or Sunday will be observed on a Friday or Monday, respectively. Holidays occurring during an agent 's vacation period during may (not) be taken on another day. If Christmas Day or New Year's Day occur during a work week, the Company usually closes earlier on the previous day. In addition, RISE will make a good faith effort to accommodate religious holidays upon request.

Leaves of Absence

Bereavement Leave

Benefit-eligible agents are allowed up to 3 days of paid leave in the case of death in the agent's immediate family. Immediate family is defined to include parents, spouse, domestic partner, children, brothers and sisters, grandparents, grandchildren, mother-in-law or father-in-law. Regular full-time agents are entitled to up to one-day paid leave in the case of death in the spouse's immediate family. Additional unpaid leave may be authorized by RISE. Bereavement Leave will not apply in the event the death in the family occurs when the agent is not scheduled to work, such as being on vacation or on an approved leave of absence.

Military Leave

Agents who are required to serve a period of time in a reserve component of the U.S. Armed Forces are allowed an unpaid leave of absence. All agents (except those with jobs that are for a brief, non-recurrent period with no reasonable expectation the job will continue indefinitely or for a significant period), regardless of length of service, are entitled to reserve duty leave. There will be no loss of seniority-based benefits during military leave.

Continuation of coverage under RISE's health care plan during military leave depends on the length of the leave. For leaves of absence less than 31 days in duration, RISE will continue to pay its share of the health care premium contribution, and the employee will be responsible for his/her own share. For leaves of absence greater than 31 days, a covered agent may elect to continue health plan coverage at his/her own expense for a period of up to 24 months. For more information concerning health care coverage during leave, please see the Human Resources Department.

An agent requesting military leave must request the leave as soon as the need for leave becomes known. A copy of the orders to go to the reserves must accompany the request for the leave.

An eligible agent may also be able to take FMLA leave in connection with certain situations related to military service: (a) an eligible employee may take up to 26 weeks of leave during a single 12-month period to care for a covered family member who has suffered a qualifying injury or illness in the line of active duty in the Armed Forces; and an eligible agent may take up to 12 weeks of leave during a 12-month period in connection with a 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan.

Parental Leave

Full-time agents are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. To be eligible, agents must have completed RISE's initial trial period. Agents must provide at least two weeks' written notice of the date of departure and intention to return to work following the leave, or provide notice as soon as is practicable if the delay in notice is for reasons beyond the agent's control.

Leave may be taken for the purpose of giving birth, for adopting a child under the age of eighteen (twenty-three if the child is mentally or physically disabled), for placement of a child under the age of eighteen (twenty-three if the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. If two agents of RISE require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them.

Agents on Parental leave may, but are not required to, apply unused PTO or sick time towards the leave period. Agents who wish to use unused PTO during all or part of the leave, may do so, and should submit the request in writing prior to taking the leave.

However, no PTO will accrue during the leave. Health coverage will continue on the same basis as before the leave.

Upon returning to work, agents will be restored to their position, or a similar one with the same status, pay, length of service credit and seniority as of the date of the leave, unless economic or business conditions during the leave period would have resulted in a lay-off had leave not been taken.

Small Necessities Leave Act

Agents who are eligible for leave under RISE's Family and Medical Leave Policy are also eligible for leave under the Massachusetts "Small Necessities Leave Act" (SNLA). During any twelve (12) month period, eligible agents may take up to twenty-four (24) hours of leave for the following reasons:

- To participate in school activities directly related to the educational advancement of your child, such as parent-teacher conferences or interviewing for a new school ("school" includes licensed day-care centers);
- To accompany their child to routine medical or dental appointments, such as check-ups or vaccinations; or
- To accompany an elderly relative to routine medical or dental appointments or other appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

Where SNLA leave is foreseeable, agents must provide at least seven (7) days advance written notice to the RISE. Where leave is not foreseeable, agents must notify RISE as soon as practicable. Agents may be required to provide a certification (which can serve as notice), in the following form, for each period of leave taken pursuant to this policy:

Sample Agent 's Certification

I certify that on_____I will/did take_hour(s) of leave for the following purpose (check one):

- ☐ To participate in school activities directly related to the educational advancement of my child
- ☐ To accompany my child to a routine medical or dental appointment

- To accompany an elderly relative to a routine medical or dental appointment or for an appointment for other professional services related to my relative's care

Agent 's Signature:_____Date: _____

The available 24 hours of SNLA leave does not need to be taken all at once. Rather, leave may be taken intermittently, in minimum increments of one hour.

Agents are required to substitute accrued vacation time and/or sick leave towards SNLA leave. Once paid leave is used up, SNLA leave is unpaid.

Jury Duty

For time served on jury duty, RISE will pay agents the difference between their salary and any amount paid by the government, unless prohibited by law, up to a

maximum of 3 days. If an agent is required to serve more than 3 days of jury duty, RISE will provide the agent with unpaid leave or the agent may use accrued PTO. Upon request, agents must provide RISE a copy of proof of service from the court in which they appeared.

Family Medical Leave Act (FMLA)

See Section II

Paid Time Off

Eligibility: All regular, non-probation period agents scheduled to work a minimum of 30 hours per week.

Paid Time Off Accrual: PTO shall be calculated from the 1st day of employment, but shall not be considered to have been earned and shall not become available for use, until an agent has completed his/her 90-day probationary period.

The following reflects the accrual rates for agents working a minimum of 30 hours per week:

- Up to 1 year: 2 weeks - 3.12 hours per pay period (.039*80 hours)
- 1-10 years: 3 weeks - 4.64 hours per pay period (.058*80 hours)
- 10+ years: 4 weeks - 6.16 hours per pay period (.077*80 hours)

Agents are not allowed to accrue/carry over more than two times their allotted annual accrual. For example, once a full-time agent who has been working 2 years has accrued 4 weeks of PTO, that agent will not be eligible to accrue any additional PTO time until some of the existing time has been taken.

Agents who work less than 30 hours per week may be eligible for pro-rated PTO.

Except at time of termination, agents are not eligible to receive compensation in lieu of taking time off.

Sick Leave

All RISE agents are entitled to receive paid sick leave each year. Agents will earn 1 hour of sick time for every 30 hours worked – up to 40 hours per year. For accrual purposes, exempt agents will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrues based on their regular schedule. Up to 40 hours of unused sick time may be carried over into the following year. Agents start accumulating paid sick leave on their date of hire, yet will not be eligible to use accumulated sick leave until they have completed the 90-day probationary period. Agents may use sick leave in increments of 1 hour or more.

Unlike PTO, agents will not be compensated for accumulated sick leave at the time of termination.

SECTION V – EMPLOYEE TRAINING

Agents who are both an RMD agent and a marijuana establishment agent must receive the trainings provided in both 935 CMR 500.105(2)(a) and (b), and 935 CMR 501.105(8): RMD Agent Training, including training regarding privacy and confidentiality requirements for patients. Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. All Agents must complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each Agent, and at a minimum must include a responsible vendor program under 935 CMR 500.105(B), training on confidentiality, and other topics as specified by the Commission. At a minimum, Agents shall receive 8 hours of on-going training annually.

SECTION VI – RESIGNATION AND TERMINATION

Resignation and Termination Policies

RISE asks that agents who resign give at least 2 weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. RISE reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

Health insurance plans continue through the end of the month in which agents work their last day, provided they have paid contributions for that month. Under federal law, resigning agents are entitled to participate in RISE**'s** group health plan at their own expense for at least 18 months (see COBRA).

RISE will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation. RISE will notify the Commission no more than 1 business day after the agent's employment concludes.

Immediate termination of employment will occur if an agent is found to have:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission
- Engaged in unsafe practices with regard to operation of the RISE Marijuana Establishment, which shall be reported to the Commission
- 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.

Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination. immediate dismissal of any marijuana establishment agent who has:

Exit Interview

Agents who resign from RISE are asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give the agent

the opportunity to explain what they liked and disliked about working at RISE and to gather suggestions for how RISE can improve policies and practices.

Exit interviews are designed and intended to be constructive for both RISE and the agent. As a result, RISE does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

RISE HOLDINGS, INC.

RECORDKEEPING POLICIES & PROCEDURES[1]

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[1] All information contained herein is subject to revision. RISE intends to supplement and amend this document based upon input from the Massachusetts Cannabis Control Commission, the City of Holyoke, and the Town of Amherst and as RISE's understanding of its needs change. RISE will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence

GENERAL OVERVIEW

RISE Holdings, Inc. ("RISE") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of RISE documents.

Records will be stored at RISE in a locked room designated for record retention. All written records will be available for inspection by the Cannabis Control Commission ("Commission") upon request. RISE will meet Commission recordkeeping requirements and retain a copy of all records for three (3) years, unless otherwise specified in the regulations. RISE will comply with 935 CMR 500.105(9): Record Keeping and 935 CMR 501.105(9): Record Keeping.

RECORDS MAINTAINED

To ensure that RISE is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of RISE's quarter-end closing procedures. In addition, RISE's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

Corporate Records:

Records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
    - Annual Agent Registration

    - Annual Registration

- Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings

- Corporate Governance:
    - Annual Report
    - Secretary of State Filings
    - Board of Directors Meetings
    - Minutes from Board of Directors Meetings

Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost.
- Salary and wages paid to each agent, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with RISE, including members of the non-profit corporation, if any.

List of all board members and executives of RISE, and members, if any, of the nonprofit corporation, must be made available upon request by any individual.

RISE will maintain and provide to the Commission on a biannual basis accurate sales data collected by RISE during the six months immediately preceding its application to ensure an adequate supply of marijuana and MIPs or marijuana products under 935 CMR 500.140(10): Patient Supply.

Personnel Records

Maintained as a separate category considering the importance of the background checks on agents as well as agent registration status. At a minimum will include:

- Job descriptions for each agent and volunteer, as well as organizational charts consistent with the job descriptions;
- A personnel record for each dispensary agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with RISE and will include, at a minimum, the following:
    - All materials submitted to the Commission;
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - A copy of the application that RISE submitted to the Commission on behalf of any prospective RISE agent;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All iCORI reports as required by the Commission.

Handling and Testing of Marijuana Records

- RISE will maintain the results of all testing for a minimum of (1) year.

Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

Seed-to-Sale Tracking Records

RISE will use its seed-to-sale tracking system to maintain real-time inventory. Seed-to-sale tracking system's inventory reporting meets the requirements specified by the Commission, including, at a minimum, an inventory of marijuana plants; marijuana plant- clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

Inventory records will include, at a minimum:

- The date of the inventory,
- A summary of the inventory findings, and
- The names, signatures, and titles of the agents who conducted the inventory.

Incident Reporting Records

- Within ten (10) calendar days, RISE will provide written notice to the Commission of any incident described above, by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department was notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by RISE for a minimum of three (3) years and made available to the Commission and to law enforcement authorities acting within their lawful jurisdiction upon request.

Visitor Records

- A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

- When marijuana or MIPs are disposed of, RISE will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures.
- RISE will keep disposal records for at least three (3) years.

Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

Transportation Records

- RISE will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement from the agent indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Closure

- In the event RISE closes, all records will be kept for at least three (3) years at RISE's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.

In addition, RISE will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

Written Operating Policies and Procedures

Policies and Procedures related to RISE's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with the Commission regulations;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of RISE's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated as required by the Commission;
- Price list for marijuana, MIPs, and any other available products, and alternate price lists for patients with documented verified financial hardship as required by the Commission;
- Storage of marijuana as required by the Commission;
- Description of the various strains of marijuana to be cultivated and dispensed, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols;
- Plans for quality control, including product testing for contaminants as required by the Commission;
- A staffing plan and staffing records as required by the Commission;
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained as required by the Commission;
- A description of RISE's patient education activities as required by the Commission;
- The standards and procedures by which RISE determines the price it charges for marijuana, and a record of the prices charged, including RISE's policies and procedures for the

provision of marijuana to registered qualifying patients with verified financial hardship without charge or at less than the market price, as required by the Commission;

- Policies and procedures for the production and distribution of marijuana, which will include but not be limited to:
    - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories;
    - A procedure for handling voluntary and mandatory recalls of marijuana. RISE's procedure pertains to recalls due to any action initiated at the request or order of the Commission, and any voluntary action by RISE to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
    - A procedure for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. The procedure will provide for written documentation of the disposition of the marijuana;
    - Policies and procedures for patient or personal caregiver home-delivery; and
    - Policies and procedures for the transfer, acquisition, or sale of marijuana between RISE and any other ME.

- Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the Commission;
    - Engaged in unsafe practices with regard to RISE operations, which will be reported to the Commission; or
    - Fails to meet agent registration requirements as required by the Commission.

RISE HOLDINGS, INC.

RECORDKEEPING POLICIES & PROCEDURES

MAINTAINING OF FINANCIAL RECORDS

GENERAL OVERVIEW 2

BUSINESS RECORDS 2

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GENERAL OVERVIEW

RISE Holdings, Inc. ("RISE") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of RISE documents.

Records will be stored at RISE in a locked room designated for record retention. All written records will be available for inspection by the Cannabis Control Commission ("Commission") upon request. RISE will meet Commission recordkeeping requirements and retain a copy of all records for three (3) years, unless otherwise specified in the regulations. RISE will comply with 935 CMR 500.105(9): Record Keeping and 935 CMR 501.105(9): Record Keeping.

Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost.
- Salary and wages paid to each agent, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with RISE, including members of the non-profit corporation, if any.

List of all board members and executives of RISE shall be made available upon request by any individual.

RISE will maintain and provide to the Commission on a biannual basis accurate sales data collected by RISE during the six months immediately preceding its application to ensure an adequate supply of marijuana and MIPs or marijuana products under 935 CMR 500.140(10): Patient Supply.



DIVERSITY PLAN

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I. INTRODUCTION

GTI's commitment to diversity is a core value and its Diversity Plan. supports building an inclusive, thriving business that:

- Provides an inclusive workplace culture for employees with opportunities for growth;
- Promotes inclusion across all levels of decision-making, policies and practices;
- Identifies local vendors that promote diversity and that support a diverse culture;
- Respects and promotes differences among individuals and groups;
- Takes responsibility for learning about and being empathetic to the experiences and perspectives of each member of our inclusive company; and
- Builds and sustains equitable systems, best practices, actions and attitudes.

GTI believes in creating a diverse, inclusive workplace that is bias-free. As such, it has developed diverse practices throughout the organization, including bias-free recruiting, which is critical to ensuring a unilateral workplace, as it sets the tone for employment and best practices throughout the organization.

II. AFFIRMATIVE ACTION

GTI recognizes its Affirmative Action Plan (AAP) cannot and should not be the exclusive work of its executive team. Institutionalizing diversity requires the voice of the communities in which it operates, and therefore, this plan is the product of extensive conversations and recommendations from GTI's local partners, in combination with GTI's robust experience in hiring and retaining employees in markets across the country. Together with its local partners, GTI will:

- Maintain vertically integrated diversity (across the executive team, management and staff).
- Contract local partners reflective of the diversity of the local communities.
- Develop and maintain a company climate and culture that embraces diversity as a core value.
- Establish a culture of accountability around diversity initiatives, practices and policies.

A. Affirmative Action Plan ("AAP")

GTI's AAP is modeled after the federal EEOC requirements for an AAP found in 41 CFR Section 60-1.4. EEOC requirements were designed to ensure that companies set and achieve their diversity goals and operate a non-discriminatory workplace.

B. Designation of Responsibility

Under the guidance of GTI's People Team, General Managers and Store Managers shall have the authority, resources, and support of executive management to ensure effective implementation of the AAP. General Managers and Store Managers' responsibilities Include:

- Program Development
  - Works with executive management to assess GTI's efforts in diversity and cross-cultural inclusion programs and identify programs to remove barriers to retention and advancement.
  - Collaborates with the People Team on initiatives and programs.
- Implementation
  - Makes accommodations to enable individuals with disabilities to perform essential job functions.
  - Implements GTI's employee training program and ensures all personnel understands and follows GTI's AAP.
- Performance Tracking + Reporting
  - In coordination with the People Team, tracks diversity metrics and prepares reports for senior management.
  - Keeps the People Team informed of progress and reports problem areas through quarterly reports.
- Productive + Constructive Conflict Resolution
  - Develop coaching strategies, implement dialogue addressing specific concerns, and oversee resolution of conflicts/disputes relating to diversity and/or cross-cultural initiatives and activities.
  - Assists in identifying and resolving problem areas.

All managerial and supervisory staff are responsible for helping implement GTI's AAP by:

- Assisting with identification of problem areas, formulating solutions, and establishing departmental goals.
- Reviewing the qualification of all applicants to ensure qualified individuals are treated in a nondiscriminatory manner.
- Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance.

C. Audit and Reporting System

The People Team shall implement the following auditing system to measures the effectiveness of its Diversity Plan, including:

- MONITOR records of personnel activity.
- REPORT outcomes of personnel activity.
- REVIEW report results with all levels of management.
- ADVISE management of program effectiveness and submit correction recommendations.
- IMPLEMENT + IMPROVE unsatisfactory performance, utilizing a third-party consultant when necessary.

1. Reviewing Personnel Activities

The following personnel activities will be reviewed to ensure nondiscrimination and equal employment opportunities for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion or national origin:

- Recruitment, advertising and job application procedures.
- Hiring, promotion, layoff.
- Pay and other forms of compensation including fringe benefits.
- Job assignments, job classifications, job descriptions.
- Sick leave, leaves of absence, or any other leave.
- Training, attendance at professional meetings and conferences.
- Any other term, condition or privilege of employment.

2. Workforce Utilization Report

GTI's will track diversity to ensure a diverse workforce. A workforce utilization report will include the following information for each job category:

- The total number of persons employed in each job category.
- The total number of men employed in each job category.
- The total number of women employed in each job category.
- The total number of non-binary individuals in each job category.
- The total number of Veterans in each job category, if reported by the employee.
- The total number of service-disabled Veterans in each job category, if reported by the employee.
- The total number of persons with a disability employed in each job category, if reported by employee.

- The total number of members of each racial minority employed in each job category, if reported by employee.

3. Routine Analysis

GTI will routinely analyze its processes to determine impediments to equal employment opportunities (EEOs). GTI will evaluate:

- UTILIZATION AND DISTRIBUTION: Analyze distribution of minority, disabled, Veteran or female utilization across job groups.
- SELECTION DISPARITIES IN HIRING AND PROMOTION: Monitor recruiting, onboarding, training, promotion and departure activity to identify and fix disparities.
- COMPENSATION DISPARITIES: Annual compensation analysis to determine if there are diversity disparities.

III. RECRUITING + RETENTION

GTI will set its internal diversity goals across job groups correlating with each community's diverse population. GTI will strive to hire local, before going outside the community to meet diversity goals. These goals will be based on qualified applicant availability. Internal diversity goals include:

- RECRUITING: Contract with outside staffing agencies and utilize its community partners to ensure all employment opportunities are reaching diverse candidates.
- ESL RECRUITING: Spanish translator will be provided, as needed, for all interviews in which the candidate speaks English as a second language.
- HIRING: Staff that mirrors the demographic composition of the region will be hired. Update hiring goals and metrics annually to continuously meet the diverse composition of the region.
- WAGES: Minimum hourly wage will be $13-15/hour, depending on experience.
- TRAINING: All training manuals and facility Standard Operating Procedures in both English and Spanish.
- BENEFITS: Medical benefits available to all full-time employees.
- RETENTION: Robust employee engagement platform including Professional Development Plans, twice-yearly reviews, long-term employment plans, round table discussions and team-building events to retain and grow its workforce.

A. Bias-Free Environment Through Recruiting

1. Continuous Evaluation of Recruiting Process:

- Review applications and pre-employment forms to ensure information requested is job-related.

- Evaluate selection methods that may have a disparate impact to ensure that they are job-related.
- Train personnel and management on proper interview techniques.
- EEO training for management.

2. Techniques to Ensure Proper Flow of Diverse Applicants:

- Include the phrase "Equal Opportunity/Affirmative Action Employer" in all employment advertisements.
- Advertise opportunities to local minority, disabled, Veteran's, and women's interest groups,
- Disseminate information on opportunities to organizations representing diverse groups.
- Develop an employee referral program.

B. Community Partnerships

GTI seeks to operate a business that is reflective of the communities in which it operates. By making sustained outreach efforts, GTI will work with local community organizations and agencies to in which it operates to foster diversity and develop mentoring, training and professional development programs to create a diverse workforce. GTI and its partners will:

- Accurately and actively engage each community in which GTI operates on how education, community outreach, recruitment and training, retention and promotion, and empowerment create a Diverse and Inclusive work environment.
- Develop community opportunity, mentoring, training and professional development programs to maximize successful employment of persons with disabilities, African Americans, Latinos, and other minority groups at GTI.
- Identify underemployed members of the community who are qualified to work for GTI.
- Sponsor events for women to advance their professional careers and learn about jobs at GTI.
- Conduct outreach to the region's Veteran community.
- Host or attend networking events and roundtables to introduce potential job candidates to the medical marijuana industry.
- Host or attend job fairs.

C. Mentoring, Training + Professional Development Programs

GTI's mentoring, training and professional development program is structured with the intention of finding, fostering, and promoting diverse employees.

1. Robust Onboarding and Training

A robust onboarding and training program to ensure every employee feels comfortable and supported in the workplace. Features of this include:

- AN ONBOARDING MENTOR to help each employee through the first 90 days of employment.
- 30, 60, 90 and 120-DAY CHECK-INS with management and/or Human Resources to review progress and questions.
- ANNUAL, MEASURABLE GOALS with the assistance of the employee's manager
- OPEN-DOOR CULTURE in which every employee should feel comfortable talking with management.
- ONGOING TRAINING and educational opportunities.

2. Semi-Annual Reviews for Feedback + Goal-Setting

A critical component in ongoing development is GTI's twice-yearly reviews, where employees and their managers fill out a comprehensive job review and set expectations for the following 6 months. This encourages transparency in job performance and ignites opportunities for employees and managers to discuss growth.

D. Confidentially Maintained Applicant Tracking System

The following data will be confidentially maintained in GTI's secure Applicant Tracking System (ATS) as components of the company's audit process:

- An application flow log showing the name, race, sex, Veteran status, disability status, date of application, job title, interview status and the action taken for all individuals applying for job opportunities.
- Maintenance of employment applications (not to exceed one year).
- Records pertaining to GTI's compensation system.
- Copies of letters sent to recruitment sources and community organizations.

IV. CONTRACTS WITH DIVERSE GROUPS

GTI will contract with local service providers including security contractors, facilities management and cleaning vendors and IT consultants whenever possible. GTI will seek to contract with businesses that have been certified by a third-party organization as Minority-, Veteran- or Women-owned business and/or considered a small business.

V. ANNUAL REPORTING

The People Team shall submit an annual report to the Board of Directors and, if applicable, to state regulators as required, that includes:

- Workforce Utilization Report showing the representation of diverse participants in GTI's workforce.
- Efforts to reach out to and recruit diverse participants for employment, including data showing the representation of diverse participants in the application pool.
- Employee retention efforts.
- A list of all contracts entered into or transactions conducted for goods or services with diverse groups.

RISE HOLDINGS, INC.
Wholesale Operations Employee Training Plan

As a condition of employment, new agents must participate in new hire orientation and training specific to their job function. Training of all agents shall be in compliance with 935 CMR 500.105(2)(a) and (b), and 935 CMR 501.105(8) and include, at a minimum:

- Security and diversion prevention.
  - General security procedures relevant to all RISE agents.
  - Detailed security procedures relevant to the agents' job function.
- Tracking all cannabis from initial seed ramp up to distribution using the Seed-to-Sale SOR.
- Cash handling and cash management.
- Confidentiality – including patient confidentiality and confidentiality as related to RISE's policies and procedures such as security
- Workplace safety.
- Procedures and instructions for responding to an emergency.
- Sanitation and Personal Hygiene.
- Recordkeeping requirements.
- At least 8 hours of continuing education and refresher training annually.

The General Manager (cultivation/production facility) shall keep documentation of all required training including 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. All agent training logs shall be kept for a minimum of three years.

RISE HOLDINGS INC.
ENERGY COMPLIANCE PLAN

Rise Holdings Inc. ("Rise") is committed to using resources efficiently and minimizing its carbon footprint and environmental impact at its Holyoke, Massachusetts facility.

Rise will continue to maintain written operating procedures on energy usage for the duration of its operations. The company will continuously re-evaluate opportunities for energy conservation and the mitigation of its environmental impact as operations are ongoing. We have also provided energy and water reporting as part of the annual license renewal requirement.

Rise uses the following energy conservation equipment, methods, and practices in its efforts to conserve energy and reduce its carbon footprint:

1. LED grow lights in mother, clone, and vegetation rooms.
2. LED lighting with motion sensors in all warehouse, production, office, and common areas.
3. Supplemental natural lighting in production area.
4. Fully automated water irrigation system to conserve water consumption. Drip style emitters allow control over exactly how much water is fed to plants and reduce run-off.
5. Recycling of cardboard and plastic generated at the facility.
6. Voluntary composting of all plant and grow medium waste.
7. Rise stages "lights on" cycles 30 minutes apart room-by-room to minimize the total amperage draw on the electric grid system.

Rise, in its efforts to further reduce its energy consumption, will start conversion of some of its flower rooms from HPS to energy efficient LED fixtures beginning within the next 60 days.

The company continues to be in compliance with the minimum energy efficiency and equipment standards as outlined in 935 CMR 500.120(11). We have attached all updated energy compliance letters.

Eye Safety Plan

Recognizing that the long-term exposure to horticultural lighting may impact vision and eye safety, Rise has developed and implemented eye safety protocols. Specifically, safety protocols related to eye safety for those exposed to horticultural lighting, including HPS, LED, and CMH lighting. The company informs its employees of its eye safety protocols by written SOP. Moreover, the company provides all employees that come in contact with horticultural lights with protective eyewear. The company also posts signage at the entry of each room containing horticultural lights and throughout the cultivation department to remind employees of eye safety. The signs read "CAUTION EYE PROTECTION REQUIRED" These safety protocols will be reviewed and updated by the cultivation facility on an annual basis.

STANDARD OPERATING PROCEDURE			
GTI	**Number:**	**WPSW-MA-SOP-001**	
	Title:	**Eye Safety Plan**	
	Effective Date:	11/9/2020	
	Version #:		Page 1 of 3

	NAME	SIGNATURE	DATE
WRITTEN BY	Jeff Tunstall		11/9/2020
REVIEWED BY	Joe Centracchio		11/9/2020
APPROVED BY	Joe Centracchio		11/9/2020

PURPOSE

Rise Holdings, Inc. ("Rise") has established eye safety protocols that outline a communication plan for how eye safety protocols will be communicated to all cultivation employees, how protective eyewear will be provided for anyone coming into contact with active lighting, a description of signage that will be used to remind employees of eye safety protocols, and plans for the regular review and update of all safety protocols. Rise will ensure that the safety protocols will be reviewed and updated by the General Manager on an annual basis.

SCOPE

This is a Cultivation procedure. This procedure applies to all cultivation employees and any employees or visitors in the cultivation department coming into contact with active horticultural lights.

REFERENCES

Below is a list of internal documents referenced in this procedure

Document Control Number	Description
N/A	N/A

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
N/A	N/A

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RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All cultivation employees.
Oversee and ensure compliance to this Standard Operating Procedure.	General Manager or Head Grower
Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

DEFINITIONS

- Horticultural Lighting – Any lights used to cultivate plants
- HPS – High pressure sodium vapor lights are a specific type of gas-discharge light
- CMH – Ceramic metal halide are a specific type of ceramic discharge metal halide light
- LED – A Light-Emitting Diode is a semiconductor light source that emits light when current flows through it

REQUIRED EQUIPMENT/TOOLS

- Protective Eyewear - LED or HPS specific (Growvision Hi-Performance Pro #744144 and Active Eye AEG1200)

SPECIFIC PROCEDURES

Safety Protocols

Rise employees must wear company issued protective eyewear at all times and be instructed to not look directly at the lighting for any period of time as this may cause serious eye injury when in an area with horticultural lighting.

Communication

Rise will train employees on the use of Personal Protective Equipment ("PPE") at the time of employment, annually, and as needed. PPE will be provided to all Cultivation and Processing employees and any other employees performing activities where such PPE may be deemed necessary. PPE areas will include:

- Accessible eye wash stations with sufficient quantities of potable water; and
- company issued protective eyewear (Growvision Hi-Performance Pro #744144 and Active Eye AEG1200)

Protective Eyewear

- Rise employees will ensure that protective eyewear will be provided for anyone coming into contact with active horticultural lights. Protective eyewear is intended to protect from ocular exposure. Rise employees will wash the protective eyewear after use. Eyewear will only be

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adjusted or removed with clean hands, rather than gloves that can become contaminated. Eye protection will be discarded if damaged (e.g., if visibility is obscured and reprocessing does not restore visibility).

- Rise will ensure that any affected employee who wears prescription lenses while engaged in operations wears eye protection that incorporates the prescription in its design, or wears eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses.

Signage

- Rise will post signage stating, "CAUTION EYE PROTECTION REQUIRED" This signage will be used to remind workers of eye safety.

REVISION HISTORY

Version #	Version Date	Description of Change
1	11/09/2020	Original SOP

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RISE HOLDINGS, INC.
Safety Plan for Manufacturing

Rise Holdings, Inc. (Rise) shall Process Marijuana in a safe and sanitary manner. Agents shall follow all Rise SOPs and protocols based on Good Manufacturing Practices.

Rise shall process the leaves and flowers of the female Marijuana plant only, which shall be:

- Well cured and free of seeds and stems.
- Free of dirt, sand, debris, and other foreign matter.
- Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments.
- Prepared and handled on food-grade stainless steel tables with no contact with Rise agents' bare hands.
- Packaged in a secure area.

Sanitary Requirements

Rise shall comply with the following sanitary requirements:

- Agents whose job includes contact with Marijuana or non-Edible MIPs, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
- Agents working in direct contact with preparation of Marijuana or non-Edible MIPs shall conform to sanitary practices while on duty, including:
    - Maintaining adequate personal cleanliness.
    - Washing hands thoroughly in an adequate hand washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature.
    - Hand washing facilities shall be located in the Production Areas and where good sanitary practices require employees to wash and/or sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor, and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 501.105(12).
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- There shall be adequate safety lighting in all Processing and storage areas, as well as areas where equipment or utensils are cleaned.
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
- Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of Marijuana and MIPs. Toxic items shall not be stored in an area containing products used in the cultivation of Marijuana.
- Rise's water supply shall be sufficient for necessary operations and capable of providing a safe, potable, and adequate supply of water to meet Rise's needs.
- Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
    - Plumbing shall properly convey sewage and liquid disposable waste from the facility.
    - There shall be no cross-connections between the potable and wastewater lines.
- Rise shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.
- All vehicles and transportation equipment used in the transportation of Marijuana Products or Edible MIPs requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Rise shall comply with sanitary requirements during the development or Processing of Edible MIPs. All Edible MIPs shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Storage Requirements

All Marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion, theft, or loss, as follows:

- Such items shall be accessible only to the minimum number of specifically authorized Agents essential for efficient operation.
- Such items shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day.
- If a manufacturing process cannot be completed at the end of a working day, the Processing area or tanks, vessels, bins, or bulk containers containing Marijuana shall be securely locked inside an area or building that affords adequate security.

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STANDARD OPERATING PROCEDURE			
GTI	**Number:**	**QACW-SOP-001**	
	Title:	**Personal Hygiene + Disease Control**	
	Effective Date:	3/17/2020	
	Version #:	2	Page 1 of 4

	NAME	SIGNATURE	DATE
WRITTEN BY	Julie Prom	DocuSigned by: Julie Prom	3/17/2020
REVIEWED BY	Laura Shultz	DocuSigned by: Laura Shultz	3/17/2020
APPROVED BY	Norman Fu	DocuSigned by: Norman Fu	3/17/2020

PURPOSE

The purpose of this Standard Operating Procedure is to ensure compliance with personal hygiene policies and procedures.

SCOPE

This is a corporate-wide procedure for all wholesale locations (cultivation and manufacturing).

REFERENCES

Below is a list of internal documents referenced in this procedure:

Document Control Number	Description
SANC-WRK-001	Handwashing
IRRC-SOP-010	Incident Response and Resolution – Infections Disease Outbreak

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
N/A	N/A

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All personnel
Oversee and ensure all operations are routinely performed according to this Standard Operating Procedure.	General Manager
Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

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SPECIFIC PROCEDURES

1. All personnel shall maintain a high degree of personal cleanliness, including, but not limited to the following:

1.1. Skin and Face

1.1.1. Skin is free of dirt, grease, or grime.

1.1.2. If make-up is worn, it should be applied frugally to prevent rubbing off.

1.2. Keep finger nails clean and neatly trimmed. Dirty nails are a popular place for bacteria to hide and grow.

1.3. Hair

1.3.1. Hair is clean and combed; and tied back when necessary for certain duties as directed by a supervisor.

1.3.2. Facial hair is trimmed and neatly groomed.

1.4. Hands and Arms: Employees shall wash their hands and exposed portions of their arms, including, without limitation, surrogate prosthetic devices for hands and arms, with soap and water:

1.4.1. When starting work.

1.4.2. After touching bare human body parts other than their clean hands and exposed portions of their arms.

1.4.3. After break time.

1.4.4. After lunch.

1.4.5. After using toilet facilities.

1.4.6. After nose blowing or otherwise touching the face.

1.4.7. After handling garbage, after touching a pallet, skid, floor mat or picking up product from the floor.

1.4.8. Whenever your hands have become contaminated, such as touching possible contaminated surface.

1.4.9. Always dry hands using disposable paper towels and place in trash receptacle provided. Never dry or wipe your hands on your clothing as it may be contaminated with microorganisms.

1.5. Gloves as necessary for certain duties when directed by a supervisor.

1.5.1. Wash hands before putting on new pair of gloves.

1.5.2. Change gloves at after every new task, after a break, when torn, after touching garbage, and after touching your face or blowing nose.

1.5.3. Wash hands after removing gloves.

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1.5.4. All used gloves must be disposed in the trash receptacles provided.

1.6. Additional protective clothing as necessary for certain duties when directed by a supervisor.

2. No personal items are allowed in cultivation or production areas, including cell phones. All personal items shall be stored in employee lockers.

3. Illness and Injuries

3.1. Any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with cannabis (marijuana) shall be excluded from any operations which may be expected to result in contamination until the condition is corrected.

3.2. If you are ill or injured, you must report the situation to the manager on duty immediately. The manager on duty shall assess each situation. The following rules shall be followed:

3.2.1. All cuts, sores, scratches or other wounds must be covered with a waterproof covering such as blue band-aid which is firmly secure. The microorganisms from an infected cut are easily transferred to the products you handle. A glove must be worn on top of band-aid or bandage.

3.2.2. Block sneezes and coughs by using your shoulder, upper arm, or elbow.

3.2.3. If you block a sneeze or a cough with your hands immediately dispose of gloves, if applicable, and then wash your hands.

3.2.4. If you have been exposed or are a carrier of an infectious illness (i.e. vomiting or diarrhea) you must notify the manager on duty immediately.

3.3. If an employee sees another employee who has symptoms of disease or illness or an uncovered wound or sore working in a cannabis (marijuana)cultivation or production area, the employee shall report it to the manager on duty.

3.4. When informed by the World Health Organization, Centers for Disease Control and/or state or local public health authorities of an infectious disease outbreak, see IRCC-SOP-010 for additional protocols.

REVISION HISTORY

Version #	Version Date	Description of Change
1	1/12/10	Initial Version
2	3/16/20	Updated to new template; updated to include hands-sanitizer protocols; updated to reference infectious disease SOP.

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STANDARD OPERATING PROCEDURE			
	Number:	**IRRC-SOP-010**	
	Title:	**Incident Response and Resolution – Infectious Disease Outbreak (Epidemic or Pandemic)**	
	Effective Date:	3/17/2020	
	Version #:	1	Page 1 of 4

	NAME	SIGNATURE	DATE
WRITTEN BY	Julie Prom	DocuSigned by: Julie Prom 9265EDC5533C4A0...	3/17/2020
REVIEWED BY	Norman Fu	DocuSigned by: Norman Fu 3668A1D9CC1F4FE...	3/17/2020
APPROVED BY	Courtney Lynch	DocuSigned by: Courtney Lynch 26FA87E9DAA0459...	3/17/2020

PURPOSE

It is corporate policy that all personnel be trained on how to prepare for, protect against, and handle any crisis that affects the security or operation of the facility in the event of unauthorized entry, theft, strike, fire, flood or other natural disaster, or other situations of local, State or national emergency.

SCOPE

This is a corporate-wide procedure. This procedure applies to preparing an incident response operation in the case of an infectious disease outbreak.

REFERENCES

Below is a list of internal documents referenced in this procedure:

Document Control Number	Description
SANR-SOP-001	Sanitation - Retail
IRRC-SOP-008	Facility Closure

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
N/A	N/A

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All personnel
Oversee and ensure all procedures are performed according to this Standard Operating Procedure.	Crisis Management Team; General Manager or Store Manager

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Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

SPECIFIC PROCEDURES

1. When informed by the World Health Organization, Centers for Disease Control and/or state or local public health authorities of an infectious disease outbreak, the Crisis Management Team shall work with General Managers and Store Managers to implement emergency protocols as necessary and/or recommended.

2. Remote Work: Allow as many employees as possible to work from home by implementing policies in areas such as teleworking and video conferencing.

3. If employees do report to workplaces:

3.1. Actively encourage sick employees to stay home until they are free of fever or symptoms (without the use of medication) for at least 24 hours. Do not require a healthcare provider's note to validate the illness or return to work of employees' sick with acute illness; healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely manner.

3.2. Request that employees who are or have partners/family/roommates experiencing cold or flu symptoms or symptoms of the infectious disease that has become an epidemic or pandemic to not come to, or stay, at work.

3.3. Reinforce key messages — stay home when sick, use cough and sneeze etiquette, and practice hand hygiene — to all employees, and place posters in areas where they are most likely to be seen.

3.4. Provide protection supplies such as soap and water, hand sanitizer, tissues, and no-touch disposal receptacles for use by employees.

3.5. Frequently perform enhanced environmental cleaning of commonly touched surfaces, such as workstations, countertops, railings, door handles, and doorknobs. Use the cleaning agents recommended by public health officials that are usually used in these areas and follow the directions on the label.

3.6. Provide disposable wipes so that commonly used surfaces can be wiped down by employees before each use.

3.7. Monitor all staff for sickness regularly. If appropriate, take temperatures once per shift and send any one home if they have symptoms of an illness or infection.

3.7.1. Separate employees who appear to have acute illness symptoms from other employees and send them home immediately. Restrict their access to the business until they have recovered.

3.8. Develop a post-illness return-to-work procedure.

4. If recommended by public health officials, eliminate all nonessential business air travel and site visitors.

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5. If recommended by public health officials, modify or postpone large gatherings across all facilities.

6. In Retail stores

6.1. Increase the infection control procedures outlined in SANR-SOP-001, especially for waiting areas and sales floors:

6.2. Clean and disinfect at least every hour or after every 10 customers, whichever is more frequent.

6.3. Make sure staff maintain a distance of at least 6 feet from each other and customers.

6.4. Place alcohol-based hand sanitizer next to the checkout window so people can sanitize their hands after using common items, like pens, or after touching cash.

7. Prepare FAQs for site leaders on how to report and support team members including anyone that may express they've been impacted by the outbreak.

8. Be prepared to change business practices if needed to maintain critical operations, see IRRC-SOP-001 and IRRC-SOP-008.

REVISION HISTORY

Version #	Version Date	Description of Change
1	3/16/20	Initial Version

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STANDARD OPERATING PROCEDURE			
	Number:	**SANW-SOP-001**	
	Title:	**Sanitation – Wholesale**	
	Effective Date:	3/18/2020	
	Version #:	1	Page 1 of 5

	NAME	SIGNATURE	DATE
WRITTEN BY	Julie Prom	DocuSigned by: Julie Prom 9265FDC5533C4A0...	3/17/2020
REVIEWED BY	Laura Shultz	DocuSigned by: Laura Shultz 83FD708B625748D...	3/18/2020
APPROVED BY	Norman Fu	DocuSigned by: Norman Fu 8C6D41DCCC1F4FE...	3/18/2020

PURPOSE

To establish uniform guidelines to ensure a clean, sanitary facility free of debris, dust, and any other potential contaminants and controlling rodents and other pests.

SCOPE

This is a corporate-wide procedure for all Wholesale (cultivation and manufacturing) locations.

REFERENCES

Below is a list of internal documents referenced in this procedure:

Document Control Number	Description
N/A	N/A

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
SANW-FRM-001	Daily Sanitation Log
FACW-FRM-001	Equipment Maintenance Log
FACW-FRM-002	Facility Maintenance Log
FACW-FRM-003	Monthly Inspection Log
FACW-FRM-004	Daily/Weekly/Monthly Cleaning Checklists

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All personnel
Oversee and ensure all operations are routinely performed according to this Standard Operating Procedure.	General Manager

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Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

SPECIFIC PROCEDURES

1. The design and construction features of the facility shall be of suitable size, construction, and location to facilitate cleaning, sanitation, maintenance, and proper operations.

1.1. The facility shall include adequate lighting, proper fire exits and be equipped with fire-fighting equipment.

2. The General Manager shall oversee, monitor, and update sanitation policies and procedures to prevent risk of physical, chemical or microbial contamination or deterioration of approved cannabis (marijuana) products.

3. The facility shall be maintained in a clean sanitary condition, free of infestation by rodents, birds, insects and other vermin.

4. All trash or other refuse in and from the building and immediate premises shall be disposed of in a timely, safe and sanitary manner.

5. The General Manager shall maintain a current contract or written protocol, applicable to either contractors or employees assigning responsibility for the site cleaning and sanitation. Adequate records documenting cleaning and sanitation schedules, methods, equipment and materials to be used in cleaning the facility, including:

5.1. Hourly (when implemented due to infectious disease outbreak), Daily, Weekly, and Monthly Cleaning/Sanitation Checklists.

5.2. Monthly Facility Inspection Log.

5.3. Sanitation Logs.

5.4. Equipment Maintenance Logs.

6. Sanitizing agents shall be EPA-approved.

7. Any rodenticides, insecticides, fungicides, fumigating agents and sanitizing agents shall be used in accordance with the Federal Insecticide, Fungicide and Rodenticide Act and applicable state and local law and regulations. Proper documentation shall be maintained, including:

7.1. Hazardous Chemicals Inventory List.

7.2. Safety Data Sheets and SDS Book.

8. Cleaning procedures shall minimize the danger of contamination of cannabis (marijuana) products and protect personnel. The following cleaning activities shall be conducted at the facility:

8.1. Daily, or more often if necessary:

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8.1.1. All counters and workstations are thoroughly cleaned and sanitized.

8.1.2. Remove unnecessary stickers, papers, or notes to be visible on or around the counter area.

8.1.3. Clean and tidy all cupboards and drawers.

8.1.4. Dust under and around all computer units.

8.1.5. Clean and sanitize all computer keyboards, telephone receivers, and cords.

8.1.6. Empty and clean trash bins.

8.1.7. Clean and sanitize bathrooms; restock hand towels, soap and toilet paper.

8.1.8. Clean and sanitize all door handles/knobs, counter tops, hand rails, and other commonly touched areas.

8.1.9. Sweep and sanitize floors.

8.1.10. Wipe off all break area tables and seats.

8.1.11. Clean all water fountains and bottle fillers.

8.1.12. Inspect the parking lot for any potential hazards.

8.1.13. All delivery totes and boxes shall be cleaned and sanitized after returning to the facility at the end of each day.

8.1.14. Delivery vehicles shall be sanitized after returning at the end of each day.

8.2. Weekly, or more often if necessary:

8.2.1. Inspect and inventory cleaning supplies and equipment.

8.2.2. Wipe down all doors and windows.

8.2.3. Mop floors and clean mopping equipment.

8.2.4. Clean vacuums and brooms of collected dust and dirt.

8.2.5. Conduct inspection of exterior and pickup any trash or debris.

8.3. Monthly:

8.3.1. Remove product and sanitize storage shelving areas.

8.3.2. Clean day storage carts and containers.

8.3.3. Perform Facility Inspection.

8.3.4. Clean the interior and exterior of all delivery vehicles

9. These facility features shall be maintained:

9.1. Adequate screening against the entry of pests.

9.2. Floors, walls, and ceilings kept clean and in good repair.

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9.3. Fixtures, ducts, and pipes do not contaminate components or contact surfaces by dripping, leakage, or condensate.

9.4. Adequate ventilation to minimize odors.

9.5. Equipment that controls temperature and humidity.

9.6. Aisles or working spaces between equipment and walls that are adequately unobstructed and of adequate width to permit all persons to perform their duties and protect against contamination of components or contact surfaces with clothing or personal contact.

9.7. Fans and other air-blowing equipment located and operated to minimize the potential for microorganisms and particulate matter to contaminate components or contact surfaces, when necessary.

9.8. Adequate light in all areas where products are examined or held.

10. Daily walkthrough inspections shall be conducted to ensure tidiness, cleanliness, and overall sanitary conditions. Random audits of the facility's cleaning and equipment logs shall be conducted and highlight any observations, discrepancies, or issues to management. The audits shall ensure, at minimum, the following:

10.1. Employee compliance with the Personal Hygiene, PPE, and Sanitation policies and procedures.

10.2. Proper recordkeeping practices, including review of cleaning and maintenance checklists and logs.

11. All cleaning schedules, facility maintenance, and HVAC equipment repairs, and maintenance shall be kept in the Facility Maintenance Log.

11.1. The Facility Maintenance Log shall be retained for five years and made available to state regulators upon request.

REVISION HISTORY

Version #	Version Date	Description of Change
1	3/17/20	Initial Version

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STANDARD OPERATING PROCEDURE			
	Number:	**SANW-SOP-002**	
	Title:	**Sanitation – Deliveries-Wholesale**	
	Effective Date:	3/26/2020	
	Version #:	1	Page 1 of 4

	NAME	SIGNATURE	DATE
WRITTEN BY	Julie Prom	DocuSigned by: Julie Prom 9265FDC5533C4A0...	3/25/2020
REVIEWED BY	Norman Fu	DocuSigned by: Norman Fu 8C6D41DCCC1F4FE...	3/26/2020
APPROVED BY	Norman Fu	DocuSigned by: Norman Fu 8C6D41DCCC1F4FE...	3/26/2020

PURPOSE

To establish uniform guidelines to ensure a clean, sanitary delivery vehicle free of debris, dust, and any other potential contaminants.

SCOPE

This is a corporate-wide procedure for all wholesale locations.

REFERENCES

Below is a list of internal documents referenced in this procedure:

Document Control Number	Description
N/A	N/A

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
SANW-FRM-002	Daily Vehicle Sanitation Log
DISC-FRM-001	Daily Vehicle Inspection Form
DISC-FRM-002	Monthly Vehicle Inspection Form

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All delivery personnel
Oversee and ensure all operations are routinely performed according to this Standard Operating Procedure.	Lead Transportation Agent and General Manager
Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

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SPECIFIC PROCEDURES

1. The Lead Transportation Agent or General Manager shall oversee, monitor, and update sanitation policies and procedures to prevent risk of physical, chemical or microbial contamination or deterioration of approved cannabis (marijuana) products.

2. All delivery vehicles shall be maintained in a clean sanitary condition and include heat/air conditioning in good working order.

3. Each Delivery Personnel shall use good hygiene practices when transporting cannabis (marijuana) product.

3.1. All delivery vehicles shall be equipped with hand sanitizer and used upon entry and exit of the vehicle each time.

3.2. Wash hands after eating, disposing of trash, pumping gas, or using the toilet facilities.

3.2.1. Alternatively, if possible when pumping gas, wear gloves dispose of in trash receptacle at pump, and use hand sanitizer after disposal.

3.3. Delivery Personnel shall refrain from sharing community items such as safety glasses, headphones, cell phones, etc.

3.4. Refrain from hand shaking, fist bumping, high-fives, sharing drinks, food, etc.

3.5. When sneezing or coughing, use your elbow and face away from others.

4. All trash or other refuse in and from the vehicle shall be disposed of in a timely, safe and sanitary manner at each gas station or at the conclusion of each delivery day.

5. Cleaning procedures shall minimize the danger of contamination of cannabis (marijuana) products. The following cleaning activities shall be conducted::

5.1. Daily Sanitizing:

5.1.1. Wipe down periodically during each delivery run to include seats, steering wheel, all door handles, buttons, cranks, cup holders, etc.

5.1.2. Remove unnecessary papers and trash.

5.1.3. Complete the Daily Sanitation Log.

5.2. Daily Cleaning:

5.2.1. Remove unnecessary papers and trash.

5.2.2. Clean and tidy all compartments.

5.2.3. Wipe down all doors and windows, seats, steering wheel, all door handles, buttons, cranks, cup holders, etc.

5.2.4. All delivery totes and boxes shall be cleaned and sanitized after returning to the facility at the end of each day.

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5.2.5. Complete Daily Inspection Form

5.3. Monthly:

5.3.1. Perform Vehicle Monthly Inspection.

5.3.2. Clean the interior and exterior of all delivery vehicles

6. All cleaning logs/checklists, inspection forms, and vehicle maintenance and repair forms shall be kept in Transportation binder.

6.1. Transportation binder documents shall be retained for five years and made available to state regulators upon request.

REVISION HISTORY

Version #	Version Date	Description of Change
1	3/25/20	Initial Version

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STANDARD OPERATING PROCEDURE			
	Number:	**SANW-SOP-003**	
	Title:	**Equipment Cleaning and Sanitization**	
	Effective Date:	3/30/2020	
	Version #:	2	Page 1 of 5

	NAME	SIGNATURE	DATE
WRITTEN BY	Julie Prom	DocuSigned by: Julie Prom	3/30/2020
REVIEWED BY	Norman Fu	DocuSigned by: Norman Fu 8265FBC553C4A0...	3/30/2020
APPROVED BY	Norman Fu	DocuSigned by: Norman Fu 8C6D41DCCC1F4FE...	3/30/2020

PURPOSE

The purpose of this Standard Operating Procedure is to establish protocols for the proper cleaning and sanitation of all equipment used for the cultivation, processing, manufacture and packaging of cannabis (marijuana) and cannabis (marijuana) products.

SCOPE

This procedure is corporate-wide and pertains to the maintenance and sanitation of equipment at all Nevada wholesale facilities.

REFERENCES

Below is a list of internal documents referenced in this procedure

Document Control Number	Description
N/A	Specific Equipment Work Instructions

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
N/A	Specific Equipment Sanitation Logs

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All Operations personnel.
Oversee and ensure all operations are routinely performed according to this Standard Operating Procedure.	General Manager or Operations Manager

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Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

SPECIFIC PROCEDURES

1. General Manager shall ensure written Work Instructions ("WIs") are established for the cleaning and maintenance of specific equipment and utensils used to manufacture, process, package or hold cannabis (marijuana) or cannabis (marijuana) products in the facility. These WIs shall outline the following information:

1.1. Assignment of responsibility for cleaning and maintaining equipment.

1.1.1. Example: Lab personnel responsible for lab equipment.

1.2. Maintenance cleaning and sanitizing schedules, including frequency, where applicable.

1.3. A description in sufficient detail of the methods, equipment and materials used in cleaning and maintenance operations and the methods of disassembling and reassembling equipment as necessary to assure proper cleaning and maintenance.

1.3.1. Protection of clean equipment from contamination before use.

1.3.2. Inspection of equipment for cleanliness immediately before use.

2. Surfaces of equipment and utensils – General.

2.1. The surfaces of equipment and utensils that have direct contact with marijuana products shall be clean to sight and touch.

2.2. The surfaces of cooking equipment and pans that have direct contact with marijuana products shall be kept free of encrusted grease deposits and other soil accumulations.

2.3. The surfaces of equipment that do not have direct contact with marijuana products shall be kept free of an accumulation of dust, dirt, residue and other debris.

3. Surfaces of equipment and utensils – Edible Marijuana Products/Marijuana-Infused Products: Temperature of hot water sanitizing rinse; chemical sanitizers.

3.1. In a mechanical operation, the temperature of the fresh hot water sanitizing rinse as it enters the manifold is not more than 194°F (90°C) or less than 180°F (82°C).

3.2. A chemical sanitizer used in a sanitizing solution for a manual or mechanical operation at contact times is used in accordance with the manufacturer's label use instructions that are approved by the Environmental Protection Agency, and as follows:

3.2.1. A chlorine solution must have a concentration between 50 parts per million and 100 parts per million or be otherwise prepared in accordance with the manufacturer's label.

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3.2.2. An iodine solution must have a concentration between 12.5 parts per million and 25 parts per million.

3.2.3. A quaternary ammonium compound solution must:

3.2.3.1. Have a concentration of 200 parts per million or be otherwise prepared in accordance with the manufacturer's label; and

3.2.3.2. Be used as indicated by the use directions of the manufacturer included on the label.

3.3. If a chemical sanitizer other than chlorine, iodine or a quaternary ammonium compound is used, it is applied in accordance with the manufacturer's label use instructions that are approved by the Environmental Protection Agency.

4. Surfaces of equipment and utensils – Edible Marijuana Products/Marijuana-Infused Products: Cleaning frequency.

4.1. The surfaces of equipment and utensils that have direct contact with marijuana products shall be cleaned:

4.1.1. Before each use with a different type of raw animal ingredient, including, without limitation, beef, pork or poultry;

4.1.2. Each time there is a change from working with raw marijuana products to working with finished marijuana products;

4.1.3. Between uses with raw fruits and vegetables and with potentially hazardous products and ingredients, using the appropriate time and temperature controls to ensure the safety of the marijuana products; and

4.1.4. At any time during operation when contamination may have occurred.

4.2. If they come into contact with potentially hazardous products and ingredients, surfaces and utensils shall be cleaned throughout the day at least once every 4 hours.

4.3. The surfaces of utensils and equipment that have direct contact with marijuana products and ingredients that are not potentially hazardous shall be cleaned:

4.3.1. At any time when contamination may have occurred; and

4.3.2. In equipment, including, without limitation, ice bins and beverage dispensing nozzles, and enclosed components of equipment, such as ice makers, cooking oil storage tanks and distribution lines, beverage and syrup dispensing lines or tubes, coffee bean grinders and water vending equipment:

4.3.2.1. At a frequency specified by the manufacturer; or

4.3.2.2. If the manufacturer does not specify a frequency, at a frequency necessary to prevent the accumulation of soil or mold.

5. Cooking and Baking Equipment and Microwave Ovens - Cleaning frequency.

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5.1. The surfaces of cooking and baking equipment that have direct contact with marijuana products shall be cleaned at least once every 24 hours; and

5.2. The cavities and door seals of microwave ovens shall be cleaned at least once every 24 hours by using the recommended cleaning procedure of the manufacturer.

6. Records of any maintenance, cleaning, sanitizing, and inspection carried out on all equipment shall be maintained and displayed next to the equipment.

6.1. Any equipment record that is required to be maintained in compliance with this procedure shall be retained for at least five (5) years after transportation of the product utilizing that equipment.

REVISION HISTORY

Version #	Version Date	Description of Change
1	3/29/20	Initial Version
2	3/30/20	Updated to include compliance with NV.

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STANDARD OPERATING PROCEDURE			
Green Thumb	**Number:**	**SANW-SOP-006**	
	Title:	**Glass/Brittle Plastic, Hard Plastic, Ceramic Breakage Control**	
	Effective Date:	10/29/2020	
	Version #:	1	Page 1 of 3

	NAME	SIGNATURE	DATE
WRITTEN BY	Paige Ricci	DocuSigned by: Paige Ricci 9B3E1374A02F48F...	10/29/2020
REVIEWED BY	Julie Prom	DocuSigned by: Julie Prom 9265FDC5533C4A0...	10/29/2020
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PURPOSE

The purpose of this Standard Operating Procedure is to prevent contamination of ingredients or finished product with glass, plastics, and ceramics.

SCOPE

This is a corporate-wide procedure. This procedure applies to all Wholesale facilities.

REFERENCES

Below is a list of internal documents referenced in this procedure

Document Control Number	Description
Varies	Site-specific Employee Welfare Area Policy

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
SANW-FRM-003	Materials Breakage Report Form
Varies	Site-specific Glass and Plastic Log

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All personnel
Oversee and ensure all operations are routinely performed according to this Standard Operating Procedure.	General Manager or Designee
Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

DEFINITIONS

- **Shatter** – Break into pieces upon high impact.
- **Brittles** – Shatter-susceptible materials such as glass, ceramic, and brittle plastic.

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- **Brittle Plastic** – Plastic generally defined as a plastic that is made of acrylic and can shatter, such as Plexiglas and Lucite.
- **Hard Plastic** – Plastic made of polycarbonate, which may break or form cracks but is shatter-resistant, such as Lexan.

SPECIFIC PROCEDURES

1. A site-specific employee welfare area policy shall address where glass, plastic, and ceramics brought in with employee's personal effects may be stored, and how they are to be disposed of. Under no circumstances are employees permitted to bring personal glass or other brittles into the processing or packaging areas.

2. An inventory of glass, ceramics, and other brittles necessary for production shall be maintained by each site.

3. All employees shall monitor equipment, lights, doors, mirrors and other items on the production floor which have glass and/or other brittles and hard plastic as part of their components.

3.1. When any employee notices damage to any brittles and/or hard plastic, they shall notify the production supervisor.

3.2. If any brittles or hard plastic are broken, the employee shall clean up all broken materials and dispose of them. Tools and containers used to dispose of broken glass must be dedicated for that task and clearly labelled as such. Containers for glass disposal must also have a lid and be kept closed. The employee shall notify the production supervisor if they take this action.

3.2.1. Materials Breakage Report Form (SANW-FRM-003) must be filled out whenever breakage of brittles is identified.

3.3. If the damage and/or breakage is in the area where production is occurring, production must be stopped and the Quality and Compliance Manager or designee shall evaluate all product which has passed through this area to ensure that no glass or plastic has gotten into the product.

3.4. If any evaluated product has or might have broken glass or plastic in it, this product shall be put on QA Hold until a determination of food safety is made.

4. All damaged or broken glass or plastic shall be repaired or replaced as soon as possible while ensuring safe production of product.

Records of broken brittles or hard plastics shall be maintained by the compliance department for at least 2 years after the event occurred.

REVISION HISTORY

Previous Version #	Previous Version Date	Description of Change from Previous Version
N/A	N/A	Initial version

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STANDARD OPERATING PROCEDURE			
Green Thumb	**Number:**	**WPSW-SOP-002**	
	Title:	**Bodily Fluid Control**	
	Effective Date:	10/28/2020	
	Version #:	1	Page 1 of 5

	NAME	SIGNATURE	DATE
WRITTEN BY	Paige Ricci	DocuSigned by: Paige Ricci 9B3E1374A02F48F...	10/28/2020
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PURPOSE

The purpose of this Standard Operating Procedure is to establish universal precautions that shall be observed to prevent contact with blood or other potentially infectious materials. When differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

SCOPE

This is a corporate-wide procedure. This procedure applies to all wholesale facilities.

REFERENCES

Below is a list of internal documents referenced in this procedure

Document Control Number	Description
N/A	29 CFR 1910.1030 OSHA Bloodborne Pathogen Standard
QACW-SOP-001	Personal Hygiene and Disease Control
N/A	29 CFR 1910.1020 OSHA Access to Employee Exposure and Medical Records

FORMS AND TEMPLATES

Documents listed below can be located on Share Joint:

Document Control Number	Description
Varies	Site-specific Equipment Inspection and Release Record

RESPONSIBILITIES

Responsibility	Department/Function
Follow Procedures as Written.	All personnel
Oversee and ensure all operations are routinely performed according to this Standard Operating Procedure.	Facility Safety Coordinator
Ensure Standard Operating Procedures are written in compliance with all state and local rules, regulations, and ordinances.	Compliance Department

DEFINITIONS

- **Blood** – Human blood or human blood components.

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- **Other Potentially Infectious Materials (OPIM)** – Including, but not limited to, any bodily fluid that is visibly contaminated with blood, all bodily fluids where it is difficult to distinguish between bodily fluids, and any unfixed tissue or organ (other than intact skin) from a human.
- **Bloodborne Pathogens** – Pathogenic micro-organisms that are present in human blood and OPIM that can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B, Hepatitis C, and Human Immunodeficiency Virus.
- **Contaminated** – the presence or reasonable anticipated presence of blood or OPIM on an item or surface.
- **Decontamination** – the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.
- **Exposure Incident** – a specific eye, mouth, other mucus membrane, non-intact skin, or parenteral contact with blood or OPIM that results from the performance of an employee's duties.
- **Regulated Waste** – Liquid or semi-liquid blood or OPIM, contaminated items that would release potentially infected material if compressed, dried and caked blood that could be released during handling, contaminated sharps, pathological and biological items, or waste containing any potentially infected material. This type of waste poses a significant risk of exposure to an employers' workers or workers that may handle the waste downstream. This definition was not intended to include materials that sufficiently absorb blood or OPIM. In most cases, things like band aids and feminine hygiene products are not regulated waste.

SPECIFIC PROCEDURES

1. Bodily Fluid Control

1.1. Employees must avoid coughing, sneezing, or otherwise contaminating food, food contact surfaces, or primary packaging with bodily fluids of any kind.

1.1.1. Refer to **QACW-SOP-001** for communicable disease prevention practices.

1.2. No spitting is allowed anywhere on the premises, including in production, storage spaces, exterior walkways, and parking lots.

2. If food or contact packaging is exposed to blood or any OPIM, including from a cough, sneeze, blood or other, it must be disposed of using the proper removal procedures outlined in **Section 4.**

2.1. Contaminated food contact surfaces must be cleaned and sanitized before resuming work using proper decontamination procedures outlined in **Section 3.**

3. Bodily Fluid Spill Response

3.1. If a blood or OPIM spill occurs anywhere on the premises, report immediately to a supervisor.

3.1.1. Employees who have been appropriately trained should perform cleanup of contaminated items or surfaces using the following decontamination procedures:

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3.1.1.1. Wear appropriate Personal Protective Equipment (PPE).

3.1.1.1.1 Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

3.1.1.2. Carefully cover the spill with disposable paper towels or rags.

3.1.1.3. Gently pour a 10% bleach solution or other sanitizer specifically approved for decontamination protocols over the towels or rags.

3.1.1.4. Allow solution to remain for at least 10 minutes.

3.1.1.5. While continuing to wear appropriate PPE, collect and dispose of waste as outlined in **Section 4**.

3.1.1.6. After disinfection and removal of waste, all food contact surfaces must be fully cleaned and sanitized per their normal procedures.

3.1.1.7. **Equipment Inspection and Release Record** must be completed before production may be resumed.

4. Disposal of Contaminated Waste

4.1. Contaminated food or packaging should be thrown away after disinfection per the decontamination procedure outlined in **Section 3.**

4.2. Regulated waste must be placed in closeable, leak-proof containers built to contain all contents during handling, storing, transporting or shipping, and be appropriately labeled or color-coded.

4.2.1. Regulated waste poses a significant risk of exposure to an employers' workers or workers that may handle the waste downstream. This definition was not intended to include materials that sufficiently absorb blood or OPIM. In most cases, things like band aids and feminine hygiene products are not regulated waste.

4.3. When moving a container containing regulated waste:

4.3.1. Close container immediately.

4.3.2. If container is leaking, place in a secondary container.

4.3.3. If container is reusable, be careful to clean in a manner that does not expose employees.

4.4. All contaminated waste must be handled in a sanitary manner. Waste containers must be lined and regularly disinfected.

5. Exposure Incident Emergency Response

5.1. Treat all possibly contaminated material as if it were contaminated.

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5.2. If you have a potential exposure to a washable area:

5.2.1. Wash the contaminated area(s) with soap and water as soon as possible.

5.2.2. After washing, wipe the area with a disinfecting bleach solution.

5.2.2.1. Solution should be 1-part bleach to 10-parts water.

5.3. If mucous membranes have been potentially exposed, irrigate the area with water or a saline solution for a minimum of 15 minutes.

5.4. Report any potential exposure immediately.

5.4.1. A confidential medical evaluation will be provided to the employee.

5.4.2. Routes of exposure and investigation of the exposure incident occurred will be documented.

5.4.3. The company will maintain the exposure record for the duration of the affected individual's employment plus 30 years, per 29 CFR 1910.1020.

REVISION HISTORY

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