



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282868
Original Issued Date: 09/10/2020
Issued Date: 09/10/2020
Expiration Date: 09/10/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Shine Diamond LLC

Phone Number: 860-471-2057
Email Address: drkaren@diamondshinecommunity.com

Business Address 1: 85 State Rd	Business Address 2:
Business City: Whately	Business State: MA
	Business Zip Code: 01373
Mailing Address 1: 85 State Rd	Mailing Address 2:
Mailing City: Whately	Mailing State: MA
	Mailing Zip Code: 01373

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100	Percentage Of Control: 100	
Role: Owner / Partner	Other Role: Manager	
First Name: Karen	Last Name: Gaston	Suffix: Dr.

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

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Karen

Last Name: Gaston

Suffix:

Types of Capital: Debt, Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$500000

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 85 State Road

Establishment Address 2:

Establishment City: Whately

Establishment Zip Code: 01373

Approximate square footage of the establishment: 1700

How many abutters does this property have?: 15

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	plan to remain compliant with local zoning.pdf	pdf	5e48529f64339304b08ffce3	02/15/2020
Certification of Host Community Agreement	host community agreement certification form.pdf	pdf	5e4852c8d29b0704447d7fab	02/15/2020
Community Outreach Meeting Documentation	Community Outreach Attestation.pdf	pdf	5e4857d45b05c304785e842a	02/15/2020
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5e4858481c3b1d04a32b2dbb	02/15/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5e48589bfe55e40432f70f77	02/15/2020
Plan to Remain Compliant with Local Zoning	Special Permit Whately.pdf	pdf	5e4859417225f00469659734	02/15/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	just roots confirmation of donations.pdf	pdf	5e4858d54dd5bb0494106f7e	02/15/2020
Other	literacy project confirmation of donations.pdf	pdf	5e4858ea64339304b08ffcef	02/15/2020
Plan for Positive Impact	Positive Impact Plan 8-3-20.pdf	pdf	5f287ed63935fc643b5603b0	08/03/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: Manager

First Name: Karen

Last Name: Gaston Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing 2-2020.pdf	pdf	5e483d9a1c3b1d04a32b2d7d	02/15/2020
Secretary of Commonwealth - Certificate of Good Standing	Good Standing Secretary of State.pdf	pdf	5e483daf81ae16046bec985f	02/15/2020
Articles of Organization	certificate of organization DS.pdf	pdf	5f297d830f92b46881fadd98	08/04/2020
Bylaws	New Operating Agreement 1.pdf	pdf	5f29823e193ee2646b479b13	08/04/2020
Bylaws	New Operating Agreement 2.pdf	pdf	5f298258a24e76648176d2af	08/04/2020
Bylaws	New Operating Agreement 3.pdf	pdf	5f29827f0f92b46881faddc2	08/04/2020

No documents uploaded

Massachusetts Business Identification Number: 001332558

Doing-Business-As Name: Diamond Shine LLC

DBA Registration City: Whately

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Proposed Timeline	proposal timeline for opening.pdf	pdf	5e48412a69dc9d0456db9555	02/15/2020
Plan for Liability Insurance	General Liability Quote Diamond Shine 2020.pdf	pdf	5e484ac5813339048c3fd310	02/15/2020
Business Plan	DS 1.pdf	pdf	5f2335a762a1117473fb911f	07/30/2020
Business Plan	DS 2.pdf	pdf	5f2335ab7b30b674269a9a4b	07/30/2020
Business Plan	DS 3.pdf	pdf	5f2335b51f0df7704a5e1e79	07/30/2020
Business Plan	DS 4.pdf	pdf	5f2335be8767bb7013cb27d9	07/30/2020
Business Plan	DS 5.pdf	pdf	5f2335c67b30b674269a9a4f	07/30/2020
Business Plan	DS 6.pdf	pdf	5f2335d1cfe2dd743cd68fda	07/30/2020
Business Plan	DS 7.pdf	pdf	5f2335d81c4abd74527f59c6	07/30/2020
Business Plan	DS 8.pdf	pdf	5f2335e1a3272a742d1c44c2	07/30/2020
Business Plan	DS 9.pdf	pdf	5f2335eacfe2dd743cd68fde	07/30/2020
Business Plan	DS 10.pdf	pdf	5f2335f2c124977059ce8ad0	07/30/2020
Business Plan	DS 11.pdf	pdf	5f2335f98767bb7013cb27dd	07/30/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	security plan.pdf	pdf	5e484b6f61c9e9045a792fce	02/15/2020
Restricting Access to age 21 and older	Restricting Access.pdf	pdf	5e484bc669dc9d0456db9568	02/15/2020
Storage of marijuana	Storage Plan.pdf	pdf	5e484be04fa2b004756a2416	02/15/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5e484c0c7b9883042b372966	02/15/2020
Personnel policies including background checks	Personnel Policies.pdf	pdf	5e484c514fa2b004756a241a	02/15/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5e484c9e64339304b08ffccc	02/15/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e484d774dd5bb0494106f62	02/15/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana.pdf	pdf	5e484dac1c3b1d04a32b2d9c	02/15/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5e484dd75b05c304785e841a	02/15/2020
Diversity plan	Diversity Revised 7:30.pdf	pdf	5f233631cb97e3700c5366f3	07/30/2020
Dispensing procedures	Dispensing Revised 7:30.pdf	pdf	5f2336488767bb7013cb27e3	07/30/2020
Inventory procedures	Inventory Revised 7:30.pdf	pdf	5f2336584601b5701e616473	07/30/2020
Transportation of marijuana	Transportation Revised 7:30.pdf	pdf	5f23366d5272ec7447e7bda9	07/30/2020
Prevention of diversion	Diversion revised 7:30.pdf	pdf	5f2336869adff6745ddd6fd9	07/30/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 7:00 PM
Tuesday From: 9:00 AM	Tuesday To: 7:00 PM
Wednesday From: 9:00 AM	Wednesday To: 7:00 PM
Thursday From: 9:00 AM	Thursday To: 7:00 PM
Friday From: 9:00 AM	Friday To: 7:00 PM
Saturday From: 9:00 AM	Saturday To: 7:00 PM
Sunday From: 9:00 AM	Sunday To: 7:00 PM

#11

Diamond Shine Plan to Remain Compliant with local zoning according to 935 CMR 500.101 (1)

Since receiving our special permit in September of 2019, Diamond Shine LLC has made relationships with the Town of Whately Town Clerk, Selectman and Planning along with Zoning Board of Appeals. We have also gotten to know the Police Department who gave input into the plan prior to all approvals. Diamond Shine has secured all local approvals for 85 State Road, Whately, MA. 01373.

Before any construction begins, Diamond Shine will secure a building permit. We will monitor the modification to our dispensary. Diamond Shine will continue to ensure compliance through monitoring of changes at the Whately Town Hall to ensure ongoing compliance.

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, Karen Gaston, EdD., (insert name) certify as an authorized representative of Shine Diamond LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Whately (insert name of host community) pursuant to G.L.c. 94G § 3(d) on June 26, 2019 (insert date).

Karen Gaston

Signature of Authorized Representative of Applicant

Host Community

I, Joyce Palmer - Fortune, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Whately (insert name of host community) to certify that the applicant and the Town of Whately (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 26, 2019 (insert date).

Joyce Palmer Fortune

Signature of Contracting Authority or
Authorized Representative of Host Community

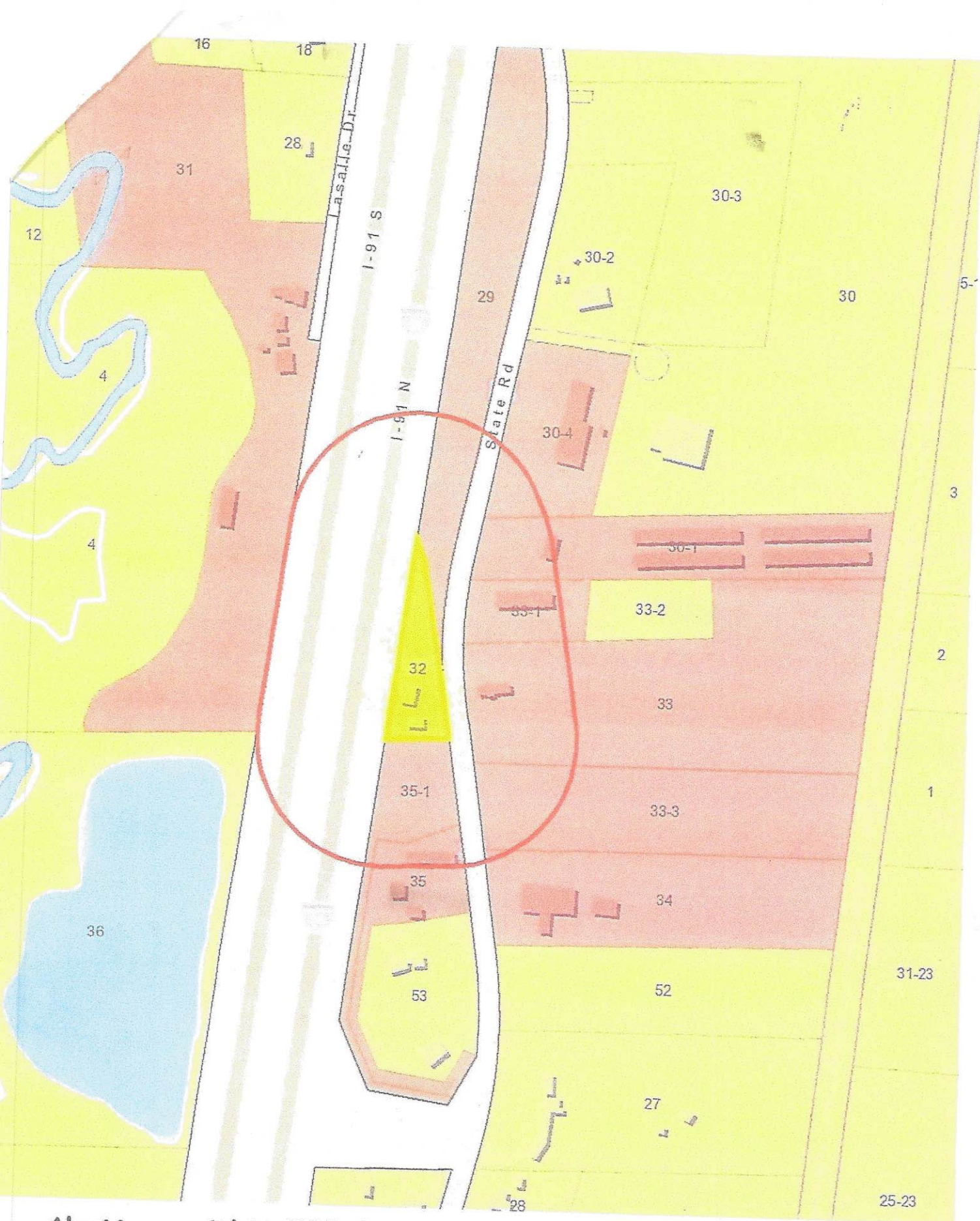
Community Outreach Meeting Attestation Form

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, Karen Gaston, (insert name) attest as an authorized representative of Diamond Shine (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 June 24, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on June 17, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on June 15, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on June 14, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



Abutters within 500 feet of 85 State Road, Whately MA
Abutters within 500 feet of the site are identified to demonstrate conformance with Section ~171-28.6.C

Owners of Abutting Property within 500 feet of 85 State Road

Parcel #	Property Address	Owner Name	Co-Owner Name	Owner Address	City	State	Zip
05-0-53	73 STATE RD	HOME STORE INC	C/O ANDREW GIANINO	PO BOX 95	WHATELY	MA	01093
12-0-04	E/S CHESTNUT PLAIN RD	CASEY RICHARD J		31 VAILLENCOURT DRIVE	FRAMINGHAM	MA	01701
12-0-29	BETW STATE & I-91	COMMONWEALTH OF MA	MASS HIWAY		BOSTON	MA	02116
12-0-30	102 STATE RD	WOODCO REALTY LLC		200 MERRIMAC ST	WOBURN	MA	01801
12-0-30-1	94 STATE RD	WHATELY SELF-STORAGE INC		PO BOX 103	WHATELY	MA	01093
12-0-30-4	100 STATE RD	P & M HOLDING, LLC		PO BOX 544	AMHERST	MA	01004
12-0-31	1 LASALLE DR	MALINOWSKI EDWARD JR		280 WEST STREET	N HATFIELD	MA	01066
12-0-33	88 STATE RD	BARTLETT ROBERT T	JOAN E	PO BOX 327	N HATFIELD	MA	01066
12-0-33-1	92 STATE RD	WASSMAN KIRK S	ELIZABETH W	PO BOX 270	WHATELY	MA	01093
12-0-33-2	OFF STATE RD	WASSMAN KIRK S	ELIZABETH W	PO BOX 270	WHATELY	MA	01093
12-0-33-3	82 STATE RD	PRECAST PROPERTIES LLC		PO BOX 164	WHATELY	MA	1093
12-0-34	78 STATE RD	CAMPBELL RAYMOND JR		800 MAIN STREET	AMHERST	MA	01002
12-0-35	79 STATE RD	GIANINO ANDREW F	JANICE R	PO BOX 95	WHATELY	MA	01093
12-0-35-1	BETW I-91 + STATE RD	GIANINO ANDREW F JR	JANICE	PO BOX 300	WHATELY	MA	01093
12-0-36	W/S I-91	MALINOWSKI EDWARD JR		280 WEST STREET	N HATFIELD	MA	01066

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FRAMINGHAM, MA 01701

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Extra Services & Fees (check box, add fee as appropriate)
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BOSTON, MA 02116

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#9 Attachment B

DIAMOND SHINE/LNK

170 North Road, East Windsor, CT 06088

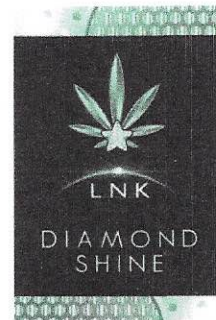
860.471.2057

Drkaren@diamondshinecommunity.com

www.diamondshinecommunity.com

TOWN OF WHATLEY
TOWN CLERK

2019 JUN 20 PM 4:20



June 14, 2019

Attn: Town Clerk

Notice is hereby given that a Community Outreach meeting for a proposed marijuana establishment is scheduled for June 24th at 4:00PM at 85 State Road in Whately, MA 01373. Diamond Shine, the proposed recreational marijuana dispensary is anticipated to be located at 85 State Road, Whately, MA 01373. There will be an opportunity for the public to ask questions.

We will have refreshments and the owner of Diamond Shine, LLC who started her life in Whately, MA on River Road, will be there to answer any and all questions.

Sincerely,

Karen Gaston (Lapienski), Ed.D.

CEO

Diamond Shine, LLC

DiamondShinecommunity.com

All Local approvals done
Special Permit

NOTICE OF VARIANCE
OR SPECIAL PERMIT

TOWN OF WHATLEY
MASSACHUSETTS

TOWN OF WHATLEY
TOWN CLERK

2019 SEP -9 AM 8:33

ZONING BOARD OF APPEALS

Date 9/5/19

Notice is hereby given that a Conditional or Limited Variance or Special Permit has been granted
To Shine Diamond LLC

Address 15 Austin Brook Drive East Granby, CT 06026
by the Town of Whatley Board of Appeals affecting the rights of the owner with respect to the use of premises on

85 State Road Whatley, MA 01093
The record title standing in the name of Mark A. Batley

where address is 85 State Road S. Deerfield MA 01373
Street City or Town State

by a deed duly recorded at the Franklin County Registry of Deeds in Book _____ Page _____

or Franklin County Registry District of Land Court, Certificate No. _____, Book _____ Page _____

The decision, and all plans and documents referred to in said decision of the Board of Appeals, made in compliance with the
statutory requirements, has been filed with the Town Clerk and the Planning Board of the Town of Whatley.

Dated: _____

Roger Linton
Chairman, Board of Appeals

Julia Carney
Clerk, Board of Appeals

Certification is given that twenty days have elapsed, and no appeal has been filed, or if such appeal has been filed, that it has been
dismissed, since the filing in the office of the Town Clerk of the Decision of the Zoning Board of Appeals in connection with the
land herein affected.

Town Clerk, Town of Whatley

Received and entered with the Registry of Deeds _____ District in the County of Franklin.

Book _____ Page _____

Attest:

Registrar of Deeds

Note: This notice must be recorded by the landowner before a Building Permit can be issued. This notice must be recorded at
Franklin County Registry of Deeds before the decision of the Zoning Board of Appeals is effective.

TOWN OF WHATELY, MASSACHUSETTS
ZONING BOARD OF APPEALS

NOTICE OF DECISION

Shine Diamond LLC

Applicant or Petitioner

Date: 9/5/19

Case No.: _____

85 State Road Whately, MA

Premises affected

Appeal

Variance Petition

☒ Special Permit Application

Referring to the above appeal, petition or application, so as to permit constructive rehabilitation and reuse of existing building to allow a marijuana retailer/dispensary

after a public hearing held on August 1, 2019, the Board of Appeals, at its meeting on September 5

VOTED TO GRANT: _____ A variance from requirements under Article _____, Section _____ of the Zoning By-Laws.

☒ A Special Permit under Article 191, Section 28.6 of the Zoning By-Laws.

_____ Authorized the Building Inspector to allow for the construction of the above work, or desired use of premises, subject to the following conditions:

VOTED TO DENY: The Appeal, Petition for Variance, or Application for Special Permit.

The decision of the Board, together with a detailed record of its proceedings, indicating the vote of each member upon each question and setting forth clearly the reason or reason for its decision and of its official actions, is on file at the office of the Town Clerk.

Julia Carney

Clerk, Zoning Board of Appeals of Whately

NOTE: This granting (if made) is effective only after a Notice has been recorded at the Franklin County Registry of Deeds, said Notice having been signed by the Chairman and Clerk of the Zoning Board of appeals and certified by the Town Clerk.

APPEAL PROVISIONS: Any person aggrieved by a decision of the Board may appeal to the Superior Court by bringing an action within 20 days after the decision has been filed in the office of the Town Clerk. Notice of the action with a copy of the complaint shall be given to such town clerk within 20 days, in accord with Chapter 40A, Section 17.



TOWN OF WHATELY, MASSACHUSETTS

Date filed: _____

RECORD OF PROCEEDINGS - ZONING BOARD OF APPEALS

I, Debra Carney, Clerk of the Board of Appeals under the Zoning board of appeals under the zoning By-Laws of the Town of Whately hereby certify that the following is a detailed record of all its proceedings

relative to the (petition) (application) (appeal) of Shine Diamond LLC

For a (variance) (special. permit) under Section 171-28.6 of the Zoning By-Laws.

The Applicant desires to: complete a constructive rehabilitation of and reuse an existing building to allow a marijuana retailer / dispensary

The premises affected are located at 85 State Road being in the

Com. Zone, in which zone the above-mentioned use requires: ☒ a special permit, or ☐ is not

permissible under the terms of said By-Law.

1. On June 24, 2019 (a petition) (an application) (an appeal), of which a true copy marked "A" accompanies this certificate and is made a part of this record, was presented to the Board of Appeals, accompanied by the filing fee of \$225.00 and in the case of an appeal, the Refusal of the Building Inspector or the selectmen to issue a permit, a true copy of which refusal, marked "B", accompanies this certificate and is made a part of this record.
2. An advertisement, a true copy of which, marked "C" accompanies this certificate and is made a part of this record, was published in the Recorder ~~Daily Hampshire Gazette~~, a newspaper published in Northampton and circulated in Franklin County, on July 18 and on July 25. Greenfield
3. A copy of the advertisement in the form of a notice was posted at the Town Hall for a period of not less than fourteen days before the date of the hearing, and copies of said notice, a copy of which, marked "D" accompanies this certificate and is made a part of this record, were mailed postage prepaid, to the petitioner, abutters, owners of land directly opposite on the public or private way, owners of land within three hundred feet of the property line as appearing on the most recent applicable tax list, the Planning Board of the Town of Whately and the Planning Board of every abutting town, the Building Inspector and the Board of Selectmen.

4. On August 16 Sept. 5, a hearing was held at Whately Town Offices at 5 were 5 which hearing opportunity was given to all those interested to be heard in favor of, or in opposition to said petition, application or appeal, at which hearing the following took place,

The petitioner presented her application and the board Members asked questions about the project while also making sure the proposed project met the criteria outlined in the zoning bylaws. The board decided on a site view on August 17 to view the structure and parking plan.

5. Following the hearing, the Board made the following specific findings regarding the land in question and the proposed use, and the following reasons for the decision of the Board are cited. If this is a re-hearing, the required changes in conditions are cited.

On September 5, the board and petitioner met again to review the security plan and odor control system. No abutters were present nor were objections filed. The members of the ZBA were satisfied that the project met zoning requirements and was consistent with allowed use in the zoning district.

The vote, concerns and comments of each member are shown below. If a member was absent, or failed to vote, said absence said absence or failure is noted:

Member: ROGER LIPTON
Vote: Grant the Special Permit as the use is consistent with the intent of the bylaws and not detrimental to the neighborhood.

Member: Debra Carney
Vote: Grant the special permit because it complies with zoning bylaws and is a use consistent with the zoning district.

Member: Kristin Vevo
Vote: Grant the special permit because the use is consistent with our bylaws & all conditions have been met.

Member: _____
Vote: _____

Member: _____
Vote: _____

7. The record of these proceedings and all attachments relating to said hearing shall be filed with the Town Clerk and shall be a public record, said filing to be made within fourteen days of the date of decision. Notice of said decision shall be mailed forthwith to the petitioner, applicant or appellant, to all parties in interest, and to every person present at the hearing who requested the same.

8. DECISION OF THE BOARD: Deny the petition, application, or appeal.
GRANT the petition, application, or appeal, subject to the following conditions, if any:

Full compliance with zoning requirements

Debra Carney
Clerk, Zoning Board of Appeals

Diamond Shine Positive Impact Plan according to 935 CMR 500.101 (1)

Diamond Shine plans to positively impact its host community of Holyoke, Springfield, Greenfield, West Springfield and Amherst and includes:

- *Diamond Shine will work with disproportionately affected communities in Holyoke, Springfield, Greenfield, West Springfield and Amherst giving hiring preference to people over 21 who live in these areas. 25% of employees must come from these areas and it will be tracked in employee files and readily available for the commission at any time to review.
 - Diamond Shine will post for jobs stating that we are looking for Massachusetts residents who have past drug convictions for employment on a quarterly basis.
 - Diamond Shine will count the number of individuals hired who have past drug convictions. The number will be assessed from the total
- Diamond Shine will make contributions to Just Roots and the Literacy Project in Greenfield, MA at a rate of 1% each organization on a yearly basis.
 - Diamond Shine will also get to know our non-profit partners and be updated quarterly of their needs so that Diamond Shine can help with other expenditures upon request.
- All progress in this positive impact plan will be tracked for success and will be documented annually and available to the commission yearly. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.
- *Working to aid start-up companies in the cannabis industry through access and introductions to potential sources of capital, 1:1 mentorship and job shadowing at Diamond Shine giving at least \$25,000 yearly to a disproportionately affected, social equity or priority applicant. Sharing knowledge regarding the application process by the CEO of Diamond Shine. At least one cannabis related company will be mentored yearly, and success will be documented and provided to the Cannabis Commission upon yearly review of our plan or as requested by the commission. All of this information will be shared to the best of Diamond Shine's ability without being legal advice to share to help a company get licensed in Massachusetts through the commission.
- It will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments.
- Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L0809438272
Notice Date: February 10, 2020
Case ID: 0-000-337-877



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KAREN GASTON
SHINE DIAMOND LLC
481 RIVER RD
AGAWAM MA 01001-2872

Why did I receive this notice?

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

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

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

What if I have questions?

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

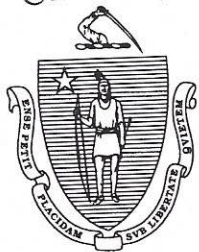
Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

5 Commonwealth - Good Standing



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

William Francis Galvin
Secretary of the
Commonwealth

February 5, 2020

TO WHOM IT MAY CONCERN:

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

SHINE DIAMOND LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 18, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **KAREN GASTON**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KAREN GASTON**



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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001332558

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

2a. Location of its principal office:

No. and Street: 170 NORTH ROAD
 City or Town: EAST WINDSOR State: CT Zip: 06088 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 481 RIVER ROAD
 City or Town: AGAWAM State: MA Zip: 01001 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RETAIL SALES

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KAREN GASTON
 No. and Street: 481 RIVER ROAD
 City or Town: AGAWAM State: MA Zip: 01001 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KAREN GASTON	170 NORTH ROAD EAST WINDSOR, CT 06088 USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KAREN GASTON	170 NORTH ROAD EAST WINDSOR, CT 06088 USA

9. Additional matters:

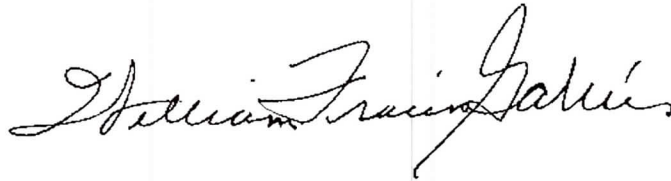
SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of June, 2018,
KAREN GASTON

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

THE COMMONWEALTH OF MASSACHUSETTS

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

June 18, 2018 02:41 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Operating Agreement of
Shine Diamond LLC DBA Diamond Shine LLC
A Single Member Limited Liability Company**

I. Formation.

- a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Shine Diamond LLC DBA Diamond Shine LLC, a Manager-managed Massachusetts single member limited liability company (the "Company") formed under and pursuant to Massachusetts law.
- b. Operating Agreement Controls. To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.
- c. Primary Business Address. The location of the primary place of business of Shine Diamond LLC DBA Diamond Shine LLC is:

85 State Road, Whately, Massachusetts 01373, or such other location as shall be selected from time to time by the Member.
- d. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Karen Gaston. The Agent's registered office is 15 Austin Brook Drive, East Granby, Connecticut 06026. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.
- e. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- a. Purpose. Shine Diamond LLC DBA Diamond Shine LLC is created for the following business purpose: Recreational Marijuana Dispensary.
- b. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.
- c. Duration. Shine Diamond LLC DBA Diamond Shine LLC's term shall commence upon the filing of a Certificate of Formation and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

- i. The Member votes to dissolve the Company;
- ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
- iii. It becomes unlawful for either the Member or the Company to continue in business;
- iv. A judicial decree is entered that dissolves the Company; or
- v. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Member.

- a. The Member. The sole member of Shine Diamond LLC DBA Diamond Shine LLC at the time of adoption of this Agreement is Karen Gaston (the "Member").
- b. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Contribution shall consist of cash, solely, in the amount of \$500,000.00.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- c. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- d. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.
 - i. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this

Agreement.

- ii. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
- iii. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- e. Voting Power of the Members. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.
- f. Member's Duty to File Notices. The Member shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XII below. The Member may delegate this responsibility to an Officer or a Manager at the Member's sole discretion.
- g. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- h. Fiduciary Duties of the Member. The Member shall have no fiduciary duties whatsoever to the Company or, in the event that the Company has multiple Members, to other Members, unless the Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or an Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.
 - i. Loyalty. The duty of loyalty shall be limited to:
 - 1. Not usurping or otherwise appropriating an opportunity of the Company without disclosure to and authorization from the Board of Managers;

2. Refraining from competing against the company in the conduct of the Company's activities without disclosure to and authorization from the Board of Managers;
 3. Accounting to the Board of Managers any property, profit or benefit derived by the Member in the conduct or winding up of the Company's affairs, or by the use of the Company's property.
- ii. *Care.* The duty of care shall be limited to refraining from engaging in grossly negligent or reckless conduct, willful or intentional misconduct, or a knowing violation of law.

IV. Distributions.

The Company's fiscal year shall end on the last day of December. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. The Member shall receive a percentage of the overall distribution that matches the Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Board of Managers.

- a. Creation of a Board of Managers. The Member shall create a board of managers (the "Board") consisting of Managers appointed at the sole discretion of the Member and headed by the Chairman of the Board. The Member may install itself as a Manager and as the Chairman. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- b. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
 - i. *Meetings.* The Board may hold meetings, both regular and special, within or

outside the state of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, facsimile, mail or any other means of communication.

1. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.
2. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.
- c. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- d. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.
- e. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- f. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the

Company, without the affirmative vote of the Member, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

- g. Duties of the Board. The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:
- i. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
 - ii. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
 - iii. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
 - iv. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;
 - v. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
 - vi. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
 - vii. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
 - viii. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

- ix. Allocate fairly and reasonably any overhead for shared office space;
- x. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
- xi. Correct any known misunderstanding regarding its separate identity;
- xii. Maintain adequate capital in light of its contemplated business purposes;
- xiii. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
- xiv. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
- xv. Not require any obligations or securities of the Member; and
- xvi. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

- h. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:
 - i. Guarantee any obligation of any person;
 - ii. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(a) above; or
 - iii. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(a) above.

VII. Officers.

- a. Appointment and Titles of Officers. The initial Officers shall be appointed by the Member and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant

Treasurers. Any number of offices may be held by the same person. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Member or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

- i. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 1. Where required or permitted by law or this Agreement to be otherwise signed and executed;
 2. Where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.
- ii. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President, shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
- iii. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
- iv. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, as required in this Agreement or by Massachusetts law, and shall perform such other

duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

v. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at its regular meetings or when the Board so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Member forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

b. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

a. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers and

officers of business corporations organized under the laws of Massachusetts.

- i. *Loyalty*. The duty of loyalty shall be limited to:
 - 1. Not usurping or otherwise appropriating an opportunity of the Company without disclosure to and authorization from the Board of Managers;
 - 2. Refraining from competing against the company in the conduct of the Company's activities without disclosure to and authorization from the Board of Managers;
 - 3. Accounting to the Board of Managers any property, profit or benefit derived by the Manager or Officer in the conduct or winding up of the Company's affairs, or by the use of the Company's property.
 - ii. *Care*. The duty of care shall be limited to refraining from engaging in grossly negligent or reckless conduct, willful or intentional misconduct, or a knowing violation of law.
- b. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding any interested Manager, consents thereto.
- c. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.
- d. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
- i. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.

- ii. Legal counsel, public accountants, or other persons as to matters the Manager or Officer reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members or Managers of which the affected Manager or Officer is not a participant, if the Manager or Officer reasonably believes the committee merits confidence.

IX. Dissolution.

- a. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(c) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a member of the Company.

- b. Winding Up. Upon the occurrence of any event specified in Section II(c), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members one or more Members selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- c. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- d. Termination. The Company shall terminate when (i) all of the assets of the Company,

after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

- e. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Member with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- f. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- g. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law.

X. Exculpation and Indemnification.

- a. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions.

Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

- c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- e. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law.

XII. General Provisions.

- a. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- b. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

- c. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- d. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- e. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- f. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).
- g. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.
- h. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.
- i. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of June 18, 2018.

By:

Karen Gaston

Date:

7/28/20

COMMERCIAL GENERAL LIABILITY QUOTE

Cannasure Insurance Services, LLC. 1991 Crocker Road Suite 320 Westlake, OH 44145 (800) 420-5757	
Named Insured:	Shine Diamond
DBA:	Diamond Shine
Mailing Address:	85 State Road Whately, MA 01373
Policy Period:	02/01/2020 to 02/01/2021 at 12:01 A.M. Standard Time at your mailing address above.

LIMITS OF INSURANCE

Each Occurrence Limit \$2,000,000
General Aggregate Limit \$2,000,000
Products/Completed Operations Aggregate Limit \$2,000,000
Personal and Advertising Injury Limit \$1,000,000
Damage to Premises Rented to you Limit (Any one premises) \$100,000
Medical Expense Limit (Any one person) \$1,000
Deductible (Each Claim) \$5,000

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

Individual Partnership Corporation LLC Joint Venture Other

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc#	DBA	Address
1		85 State Road, Whately, MA 01373



DIAMOND SHINE

“Integrity Innovator in Cannabis & Hemp-one community, with special interest in disproportionately impacted minorities.”

Diamond Shine/SHINE DIAMOND LLC (Diamond Shine is a federal organized LLC who runs as Diamond Shine LLC in CT and Shine Diamond LLC in MA with a DBA in Whately, MA for Diamond Shine, LLC. Diamond Shine is a women-owned cannabis company WBE business who looks to grow from a dispensary/retail operation to a fully vertically integrated empire of cannabis to heal and promote the best education and customer experience possible for our consumers. Our mission is to encourage healing body, soul and spirit organically through the use of cannabis.

“To everything there is a season, and a time to every purpose under the heaven: a time to be born, and a time to die, a time to plant, and a time to pluck up that which is planted.” Ecclesiastes 3 1-2 (KTV)



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Diamond Shine is looking to open a dispensary location on 85 State Road in Whately, MA (secured special permit and all local approvals in 2019). Diamond Shine plans to also strategically apply for cultivation along with manufacturing in Whately, MA. We plan to run 5,000 square feet to start for our dispensary location moving forward to tier up for maximum tiers to be able to lease out to growers in the Commonwealth of Massachusetts. These greenhouses will be leased to other enterprises who would like to cultivate their own brand of marijuana with preference given to those who are disadvantaged in the industry.

In CT, we plan to do business in East Granby, CT as a dispensary; East Windsor, CT as a dispensary, production/manufacturing and cultivation unit.

Our third and final member to Diamond Shine, LLC as she becomes of age will complete our all women-owned minority owned cannabis empire.

Diamond Shine also does helping of licensing and helping of licensing and permitting of local farmers and social empowerment clients as well as others who may want to be licensed and seek help. In order to spread our philosophy, an integral part of this is giving back to others and a must in all we do.

Hours of operation are 7 days a week: Sunday through Saturday from 9am-7pm. The town of Whately, MA approves of our hours of operation.



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Executive Summary

Diamond Shine is a cannabis company. Our cannabis retail dispensary will be located on 85 State Road, Whately, MA.

Our knowledgeable budtenders will navigate and guide our customers through our vast product variety featuring locally sourced cannabis, flowers, concentrates, edibles and more which will be purchased from licensed growers/cultivators and producers/manufacturers only licensed in the Commonwealth of Massachusetts by the Massachusetts Cannabis Commission.

Diamond Shine plans to open a cultivation unit after capital affords from the dispensary also in Whately, MA. At this cultivation unit, we plan to run 11 strains consistently so that our customers can count on desired outcomes and effects.

Diamond Shine is to be organized as a Limited Liability Company (LLC) and will be led by Karen Gaston, Ed.D.

Aside from dispensing of dried cannabis and concentrates which are our core products. Diamond Shine will sell a wide range of additional cannabis infused products such as edibles and topicals. We will also engage in the sale of accessories and supplies related to concentrate delivery methods.

Diamond Shine will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software (BioTrack THC) that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique medicinal needs.

We plan to process cannabis in a clean and compliant laboratory. Diamond Shine will ensure all cannabis extracts that will be distributed meets all regulatory requirements and has passed any and all required laboratory testing. Education of licensed dispensary owners and agents to help them better understand the various products and their effects. We plan to serve as an informational resource about cannabis extraction.



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Our mission includes: To provide high quality cannabis to customers with a product and service they can trust. To build our brand on the core values of customer service and care, hospitality, highest standards of quality, honesty, integrity and community outreach. Providing high-quality concentrate products to all qualified dispensaries, retail stores and edible manufacturers in Diamond Shine.

Market Opportunities

Spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

The North America legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion.. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$24.5 billion by 2021 with the compound annual growth rate (CAGR) to almost 28%.

Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry's immense potential for future growth.

In 2016, Massachusetts residents voted to legalize recreational cannabis. On December 28, 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin on January 1, 2018, under the measure, but the delay set by legislators moved the date and first retail cannabis establishments opened in November 2018.

Massachusetts cannabis market only in recreational part is expected to become a \$1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination. If correct, an influx of tourists to Massachusetts can expand the economic impact of this legislation far beyond simply the cannabis industry.



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Already, 100 entities have applied for 192 business licenses, including 60 retail stores. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Start-up Summary

Diamond Shine will be fully funded with \$1 million. This will include total capital cost of over \$500,000, leaving nearly \$500,000 as working capital.

Table 1. Start-up Expenses:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
Land & Development	0	0	0	0
Space Improvements/Building for equipment; build out	291,250	0	0	0
Security System	46,775	0	0	0
Furniture/Displays*	50,000	0	0	0
Cost for computer software**	2,500	0	0	0
Extraction Equipment	306,000	0	0	0
Cultivation Equipment***	482,000	0	0	0
Post-Processing Lab/Refining Equipment	183,600	0	0	0
Automated Machines for filling pens & cartridges	14,000	0	0	0
Packaging Equipment	17,000	0	0	0
Direct Costs	364,313	533,000	587,366	641,731
Initial & General Costs	118,931	21,431	21,431	21,431
Operating Expenses including salaries	122,939	173,555	187,379	187,827
Marketing & Sales Expenses	38,255	47,352	47,352	47,352
Miscellaneous	4846	7024	7047	7069

*Counters, Refrigerators, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving

****Accounting software, Payroll software, CRM software, Microsoft Office, Quickbooks Pro**
*****Hydro unit, greenhouse, lights, irrigation unit**

Financial Summary

Diamond Shine will fund its startup costs largely through personal savings and private investments. From a total investment for vertical integration of \$5 million, Diamond Shine is expected to generate nearly \$9,035,522 in the first year; \$17,213,272 in the second year and \$27,002,841 in the third year.

After the first year of operations, it is expected that Diamond Shine will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

Direct & Indirect Social Impacts

Diamond Shine will create more than 15 new jobs in Franklin County with over millions in salaries and thousands in social security taxes, medicare taxes and insurance each year Diamond Shine also intends to give 3% toward schools and different community programs.

Table 2. Tax Flow:

	Year 1	Year 2	Year 3	Year 4	Year 5
Federal Tax	716,211	1,074,446	1,330,488	1,462,581	1,462,581
State Tax	99,786	193,911	257,887	291,982	293,452
Community Programs	15,517	23,798	30,967	34,851	34,851

Market Overview

Global Market

Spending on legal cannabis worldwide is expected to hit \$57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about \$46.5 billion and other \$10.5 billion would go to other markets. The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

The largest growth rate is predicted within the rest-of-world markets, from \$52 million spent in 2017 to a projected \$2.5 billion in 2027.

According to a report provided by Energias Market Research, the global medical cannabis market is projected to increase in value from \$8.28 billion in 2017 to \$28.07 billion in 2024 and at a CAGR of 19% from 2018 to 2024.

Key Trends:

- **Germany is ready to become the leader of the European cannabis market, and Italy is expected to be second with \$1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.**
- **Australia's legal cannabis market is forecast to grow from \$52 million in 2018 to \$1.2 billion in 2027, the 5th largest in the world.**
- **South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru, and Uruguay, the South American medical cannabis market may grow from \$125 million in 2018 to \$776 million in 2027.**
- **Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.**
- **The initial decision by many U.S. states and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.**

North American Cannabis Market

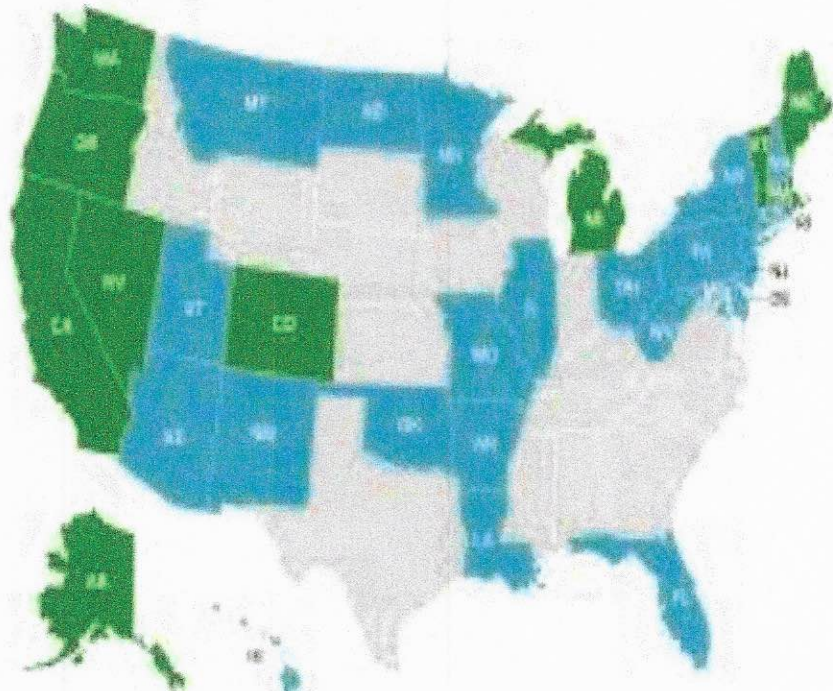
The North American legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year.. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion.

The report from cannabis industry analysts Arcview Market Research, in partnership with BDS Analytics forecasts that the entire cannabis market in North America to reach \$24.5 billion in sales-a 28% annual growth rate by 2021-as more countries and states legalize cannabis for recreational use and existing markets mature and will grow to \$47.3 billion six years later.



The U.S. Cannabis Market


In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%).. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form.. Most states legalized it only for medical purposes, but ten states-Alaska, California, Colorado, Maine, Michigan, Nevada, Massachusetts, Oregon, Vermont and Washington, have gone further, legalizing the recreational use.



As a result, there are 32 states that allow cannabis for medical use, 16 states allow Cannabidiol (CBD), 10 states and the District of Columbia allow cannabis for recreational use.

There are about 10,000 active licenses for cannabis businesses in the U.S., according to Statista. This includes cultivation, extraction and manufacturing, retail, distribution and testing licenses.



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The industry employed 121,000 people in 2017. If cannabis market continues its growth trend, the number of workers in that industry could reach 292,000 by 2021, according to BDS Analytics.

Target Market

On December 28, 2016, the Massachusetts state legislature voted to delay sales of recreational marijuana for six months. Originally, licensing for cannabis shops was set to begin on January 1, 2018, under the measure, but the delay set by legislators moved the date and first retail marijuana establishments opened in Massachusetts on November 2018.

On October 31, 2018, there are 61,724 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use weed legally to treat a variety of ailments. They are served by 42 dispensaries. It is expected over 700,000 customers potentially interested in using of a recreational cannabis.

Massachusetts cannabis market only in recreational part is expected to become a \$1 billion industry by 2020. Research from multiple marijuana data and investment firms predict Massachusetts can become such a travel destination. If correct, an influx of tourists to Massachusetts can expand the economic impact of this legislation far beyond simply the marijuana industry.

Cannabis Taxes

Under the new law, recreational marijuana is taxed 17 to 20 percent. The baseline tax is 17 percent, which is determined from a combination of a 6.25 percent sales tax and a 10.75 percent special excise tax on adult use. But cities and towns can choose to add a three percent tax on top of the 17 percent, tallying up to a 20 percent tax on retail cannabis.

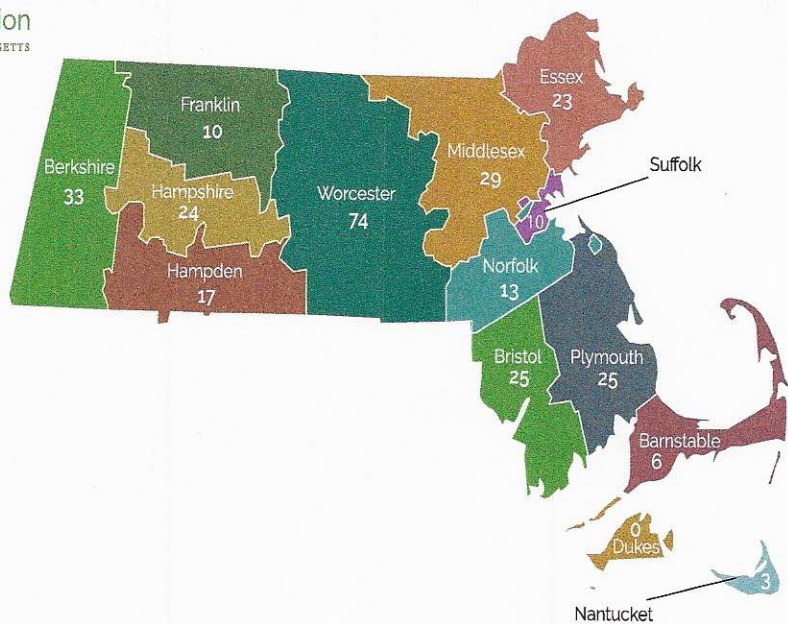
Recreational Licensing

In total, 100 entities have applied for 192 business licenses, including 60 retailer, 65 cultivator and 51 manufacturer licenses. The review process includes a background check and a 60-day window during which the



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municipality in which the business hopes to locate must certify that the applicant has met all local requirements.



As of February 21, 2019

U.S. Cannabis Retail Market

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach \$1.8 billion. Colorado and Washington led the charge, while Oregon’s adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as customer counts rose in new states and continued climbing in mature markets.

According to a BDS Analytics report, the retail sector owed \$1 billion in state taxes in 2016 and another \$1.4 billion in 2017.

In 2017, overall cannabis sales in the United States at the retail level to soar by 31.5%, hitting \$5.7 billion on the back of continued growth in existing recreational cannabis markets.

Recreational sales are expected to surpass medical this year for the first time ever. Medical cannabis sales also are expected to sustain the industry.

The cannabis retail market is growing at a high rate in the United States alone, with there currently being over 3,000 open and operating dispensaries and retail stores throughout the country according to data from Statista.. The growing numbers of dispensaries is a large part as to why New Frontier projects the industry to top \$25 billion in revenue by 2025.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from \$16 billion in 2017 to \$40 billion by 2021, according to the “US Legal Cannabis: Driving \$40 Billion Economic Output” report released by Arcview Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the cannabis industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member’s cannabis business. But in general, more investors are pumping money into the cannabis industry than ever before, and they’re also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed \$450,000 in cannabis companies.

Cannabis stores sold about \$2.22 and \$2.59 million worth of cannabis products during the first and the second weeks accordingly, according to figures released by the Cannabis Control Commission.

Concentrates & Infused Products Sector Analyses

There are hundreds of concentrate producers across the country. That estimate includes companies focused specifically on making concentrates, dispensaries that produce and sell their own concentrates, and small one-to-two-man operations in places where concentrates are still either illegal or only partly legal, such as in Michigan.



Many of today's larger concentrates companies started as tiny operations, but a good number have quickly moved out of basements and into industrial warehouses featuring high-tech equipment that costs tens of thousands of dollars.

From a business perspective, the profit margins can be huge, in some cases up to 60%. And demand is growing rapidly as the availability of concentrates increases.

Customers are also willing to shell out top-dollar for these products. Nationally, customers and consumers who favor concentrates spend an average of \$4800 each year, more than double the average amount spent by cannabis users in general, according to What Cannabis Customers and Consumer Want, a marketing research report published by Marijuana Business Daily.

Companies are going to be constantly on the lookout for ways to improve their processes and maximize their returns on the cannabis plants they use.

According to BDS Analytics, cannabis concentrate's market share grew from 9.8% to 11.7% from 2016 to 2017, while traditional cannabis flowers' market share fell 67.3% to 63.2% for the same time period.

The majority of infused product companies produce fewer than 12 products, which is why median revenue for this group of businesses is so similar to that of infused product companies as a whole.

While companies that produce more than 30 products are generating more revenue than businesses with a smaller range of offerings, it's likely not because they're producing more products. Rather, successful businesses are expanding on their product lines as they grow, and the wider selection is a result of added revenue.

Lastly, the market in some states is maturing, and consumers/customers are increasingly demanding new types of products-leading to greater innovation and offerings.

The majority of infused product companies are manufacturing more than one type of good-typically edibles and concentrates, as these categories dominate the infused product landscape. Nearly half of all businesses are producing topicals, through just a small number have chosen to focus on their category exclusively-as it comprises a relatively small portion of the retail and medical markets.

Infused product companies are a relatively new type of cannabis business, as the market for products like vape cartridges and infused lotions was essentially nonexistent in most markets just five years ago. Despite the lack of experience for most businesses in this segment of the industry, consumer and customer demand has been steadily increasing.

Entrepreneurs are drawn to this segment of the industry because of the strong demand, falling price of wholesale cannabis and a general lack of restrictions on the number of available licenses in some key markets. There's also the potential for more sophisticated players to establish large and recognizable brands, as the same basic principles that make for a successful product in the traditional economy apply to the cannabis industry as well. An increasing number of companies are now selling products in multiple states, and even some celebrity brands are gaining traction in the market.

Portion of all infused product manufacturers that are profitable or break-even: 79%

One of the key hurdles that concentrates must face has to do with a negative public perception of the extraction process. However, as innovation and technology becomes a more integral part of the industry, producers of concentrates are developing cleaner, safer, and a more efficient tools and processes to overcome this stereotype.

Demand for cannabis concentrates and edibles is exploding, offering a window into trends that will likely play out in the larger cannabis industry over time.





Infused products and edibles are the fastest growing category in the cannabis industry, proving extremely popular with recreational consumers and medical customers alike. While flower still accounts for the majority of retail sales, concentrates and edibles continue to eat into flower's share of the market with each passing year.

Manufacturers have taken notice and are extending product lines to occupy multiple segments of the infused products category. While this may maximize revenue in the short term, the industry grows more sophisticated by the day- and manufacturers that specialize on providing a top-quality product to a very narrow portion of the market may end up finding more success than those spread across multiple categories.

The cannabis beverage market captured 6 percent of the \$543.3 million edibles market in CO, WA, OR and CA between January and October of 2017, on sales of \$30.3 million. But growth (excluding California, for which 2016 data is not available to measure growth) held strong, at a rate of 23 percent.

In 2014 when adult-use just launched in Colorado, over 70% of sales came from dried flower; in 2016, that was down to 55%. In contrast, concentrate sales were \$20 million in 2014, or 13% of sales. By the end of 2016 they had jumped to \$85 million and 25% of sales. Edibles (including candy, beverages, tinctures and all food) more than tripled during the same period from \$17 million to \$53 million, moving from 11% to 14% of sales. Vape pens and vape



products, candy, and other portable and convenient methods of consumption are especially popular with Colorado consumers.

In 2017, the contribution of sales from flower dropped to less than 50 percent in Colorado’s cannabis industry.

SWOT Analyses

S	W	O	T
<ul style="list-style-type: none">• Building of dependable relationships with indoor and outdoor cultivators• Diversified strategic partnerships• Extensive industry knowledge	<ul style="list-style-type: none">• Product liability/legal issues• Enhanced risk of banking/financial/IRS scrutiny• High energy consumption• Lack of professional workforce for a cannabis industry• High starting capital	<ul style="list-style-type: none">• High growth industry• A significant drop in cannabis wholesale pricing• Growing interest and demand for natural, alternative medicine• Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes• Global market• Allowing medical cannabis as opioid alternative	<ul style="list-style-type: none">• Enforcement of federal law• Possible Cannabis law changing• Indicators of a slowed global economy• Large companies entering the market

Marketing & Sales Strategy

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook, and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google’s policy prohibits ads that promote “substance that alter mental state for the purpose of recreation.” Facebook restricts any “illegal, prescription, or recreational drugs.” And Twitter bans “illegal drugs” as well as substances that cause legal highs. Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana-related concerns such as health and wellness. The marketing and sales strategy of Diamond Shine/SHINE DIAMOND LLC will be based on generating long-term personalized relationships with growers, edible manufacturers and dispensaries.

Diamond Shine LLC will not disseminate marijuana marketing materials to minors or allow minors to view displays or linger on the premises. No free samples will be provided to consumers.

Marketing and advertising campaign includes:

- **Meeting with edible manufacturers and dispensaries**
- **E-mail marketing**
- **Advertising and articles in thematic magazines including:**
 - **Cannabis Now**
 - **420 Magazine**
 - **Marijuana Venture**
 - **MG Magazine**
- **Business events and conferences**
- **Business and industry associations**
- **Brand development**
- **Brochures**

- Website development with search engine optimization
 - Keywords
 - Fresh content
- Mantis, 420 Network, 420 click

Cannabis Business Directories

WEEDMAP https://weedmaps.com	Cannabis finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe	Weedmaps has 7.96 million total visits each month.
LEAFY https://www.leafly.com	Leafy is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors portal.	Leafy has 226.27 thousand total visits each month.

Target Customers

For cannabis extraction products your main customers are dispensaries and manufacturers of edible products.

Aside from the dispensing of cannabis products, Diamond Shine/SHINE DIAMOND LLC will sell a wide range of cannabis infused products to customers who are based in Massachusetts.

Diamond Shine/SHINE DIAMOND LLC Cannabis store will ensure that all our customers are given first class treatment whenever they visit our store. We have CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique medicinal needs.

Medical cannabis customers come from diverse groups, ages (over the age of 21), races and socio-economic backgrounds. Ranging from young to old, treating chronic and terminal illness such as cancer, epilepsy, HIV/AIDS, and beyond.

Competition

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on Diamond Shine/SHINE DIAMOND LLC radar at all times. The recreational cannabis industry is known to be highly competitive in the U.S. and in most parts of the world. The industry is growing and there are alternative ways through which clients/customers can obtain their recreational cannabis products. There is alternative provide methods like mail-order firms, grocery chains, mass merchants and dollar stores; these are real competitors in the industry. These competitors ensure that they do all that lies within their power to gain a favorable market share of the available market in any given region.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated and infused products produced, the service offered, the location where the cultivation and extraction will be done. The branding of Diamond Shine/SHINE DIAMOND LLC plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis operations will always struggle with larger based cannabis business operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their way to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Sales Forecast

Diamond Shine/SHINE DIAMOND LLC will acquire all marijuana plants in accordance with the state laws and regulations. We will distribute to licensed dispensaries and edible manufacturers. Sales will be tracked via our robust, industry-leading, inventory management tracking system.



Sales Forecast Dispensary

Year 1: \$9,035,522

Year 2:\$17,312,272

Year 3:\$27,002,841

\$	1m	2m	3m	4m	5m	6m
Year 1	0	636,000	667,800	701,190	736,250	773,063
	7m	8m	9m	10m	11m	12m
Year 1	811,716	852,302	894,917	939,662	986,645	1,035,977
	1m	2m	3m	4m	5m	6m
Year 2	1,087,776	1,142,165	1,199,273	1,259,237	1,322,199	1,388,309
	7m	8m	9m	10m	11m	12m
Year 2	1,457,724	1,530,610	1,607,141	1,687,498	1,771,873	1,860,467
	1m	2m	3m	4m	5m	6m
Year 3	1,953,490	2,051,165	2,153,723	2,261,409	2,374,479	2,493,203
	7m	8m	9m	10m	11m	12m
Year 3	2,543,067	2,670,220	2,723,624	2,778,096	2,833,658	2,890,331

***Based on Populations of Whately, MA (1551); Deerfield, MA (5026); Sunderland, MA (3644); Hatfield, MA (3299) and an average of 11% rate of those who smoke marijuana based on the combined total of these populations leading to visits of roughly 212 people per day at average of \$100 daily with an addition over months of new customers from surrounding towns and increase of sales of returning and new customers based on exceptional customer service and boutique brand cultivated product by Diamond Shine/SHINE DIAMOND LLC (based on a 30 day month average)-Conservative increase by 5% each month. Moving into Year 4-Percentage moves to 2% increase.**



Sales Forecast Manufacturing *not worked on much at this time.

\$	1m	2m	3m	4m	5m	6m
Year 1	0	232,339	242,296	252,254	262,211	272,168
	7m	8m	9m	10m	11m	12m
Year 1	282,126	292,083	302,040	311,998	321,955	331,913
	1m	2m	3m	4m	5m	6m
Year 2	341,870	351,827	361,785	371,742	381,699	391,657
	7m	8m	9m	10m	11m	12m
Year 2	401,614	411,572	421,529	431,486	441,444	451,401
	1m	2m	3m	4m	5m	6m
Year 3	461,358	471,316	481,273	491,231	501,188	511,145
	7m	8m	9m	10m	11m	12m
Year 3	521,103	531,060	541,017	550,975	560,932	570,890

Sales Forecast Cultivation

Year 1: \$8,400,000

Year 2: \$10,500,000

Year 3: \$23,625,000

\$	1m	2m	3m	4m	5m	6m
Year 1	700,000	700,000	700,000	700,000	700,000	700,000
	7m	8m	9m	10m	11m	12m
Year 1	700,000	700,000	700,000	700,000	700,000	700,000
	1m	2m	3m	4m	5m	6m
Year 2	875,000	875,000	875,000	875,000	875,000	875,000
	7m	8m	9m	10m	11m	12m
Year 2	875,000	875,000	875,000	875,000	875,000	875,000
	1m	2m	3m	4m	5m	6m
Year 3	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
	7m	8m	9m	10m	11m	12m
Year 3	2,187,500	2,187,500	2,187,500	2,187,500	2,187,500	2,187,500

***This number is based upon 4 grows per year conservatively with 3500 plants per grow and a selling rate of \$1600 per pound on rough estimate. Each plant yielding roughly ½ lb on a conservative level. By year 2 our grows should be more efficient and we should yield 25% more than year 1 and by year 3 we will increase our tier by double doubling our profits by adding a vertical grow layer and by year 4 we will have grown more efficiently to increase our grow rate by 25% on a conservative estimate.**



Operating Plan

Diamond Shine Extraction Technology:

Ethanol Extraction Method-Short Path Distillation

We intend to use High Production Extraction system, which efficiently extract botanical oils without thermal degradation at industry-leading processing rates. System utilize alcohol which acts as a solvent and strips the THC, CBD, Terpenes, Chlorophyll, and wax compounds from plant material then carrying them in solution form within the alcohol.

The process begins with the double-jacketing reactor, walk-in freezer, or chest freezer, which allows to keep a constant negative temperature on the solvent while the extraction process takes place. To achieve this, the cryogenic chiller takes the coolant down to -20 degrees Celsius and this is pumped between the glass layers in the reactor. The solvent will be kept in the inner container and the frozen material will be soaked for a period of time.

Once the soak is complete, the plant material will be removed, and the extract will be filtered into the rotary evaporator (or large-scale reactor), through a series of filters. The rotary evaporator stays under vacuum, which allows distillation and reclaim of the alcohol at low temperature, thus keeping the more volatile molecules intact. The reclaimed alcohol will then be reused for another extraction.

Advantages:

- The FDA classifies ethanol as “Generally Regarded as Safe,” or GRAS, meaning that it is safe for human consumption.
- Ethanol is safer than butane and more effective than supercritical CO₂.
- The ethanol removed from the finished concentrate can be reused in multiple extractions, which effectively eliminates the production of chemical waste.

We have identified the most prominent manufacturer and intend to use the following equipment:

- CryoEXS0-Cryo Ethanol Extraction System (Germany)

Diamond Shine/SHINE DIAMOND LLC will be also focused on the next generation of high-value oil extraction from plant matrices by safe and



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healthy means. New extraction techniques appeared only few years ago, and it's still not really up to an industrial standard.

Yields: We assume 12% yield, while 18-25% yields can be achieved, but for planning, 12% is a good baseline to accommodate the multiple factors, including strains. Average budget: \$500,000.

Production Forecast

Diamond Shine/SHINE DIAMOND LLC will acquire all marijuana plants in accordance with the laws and regulations.

For the purposes of this plan, **Diamond Shine/SHINE DIAMOND LLC** will assume that a 100lbs. harvest of dried flower will also produce 10 lbs. of trim to be used for cannabis extractions and concentrates. 10lbs. of high quality trim will yield about 1.2 lbs. of high quality extractions.

We intend to start with 9 pounds of material per day for first month and increase on 0.25 pound more during next months until reaching 17.5 pounds per day.

Short Path Wiped Film Evaporator

We use High Production system which efficiently separates the botanical oils without thermal degradation at industry-leading processing rates. A rotating wiper system distributes the CO2 cannabis oil onto the inner wall of the short path evaporator, the evaporation process is sped up by the rotating wipers spreading the oil into a thin film layer so that the heat transfer and molecule transfer are optimized. The residence time is less than 10 seconds and the vapors are condensed onto the internal condenser as shown on the diagram below. The short path distillation process is split into two passes-the first pass in the evaporator isolates the Terpenes from the cannabinoids and the second pass removes the lipids, impurities and solvents leaving you with an odorless high value clear distillate. The distillation process creates a distillate that can produce a fine oil used for vape cartridges, tinctures or edibles. The cannabis industry has advanced by leaps and bounds in recent years with new discoveries on the rise. There are lots of benefits to distillate which has skyrocketed its demand and led to price increased at the same time. Utilizing the Cryo-system offer high-capacity, high-production operations with fast, efficient molecule of botanical oils without thermal degradation.



Main Features:

- **All in 1 Cryo-Extraction, solvent recovery, and Decarboxylation system**
- **Throughput: 400 lbs per day of 8 hour day**
- **Solvent Recovery Rate: 350L/hour and up**
- **Solvent Residual: Low residual solvent left in spent biomass by means of steam stripping**
- **Extraction temperature: -40 to -60 degrees Celsius**
- **No need to de-wax**

Diamond Shine/SHINE DIAMOND LLC Dispensary (By-Law Compliance)

Cannabis Store Location & Facilities

85 State Road, Whately, MA 01373

Location & Building Specifications

Diamond Shine/SHINE DIAMOND LLC's location is in a commercial free standing building.

A site plan showing the entire structure of the retail center, including the street, parking lot, any other entities that physically border the store will be added to the site plan.

After conversion, the internal plan of the facility will have the following configurations (Dispensary Location):

- **Constructive rehabilitation and reuse of a significant existing building and existing infrastructure to facilitate approval of Diamond Shine Dispensary.**
- **At 85 State Road in Whately, MA. Diamond Shine proposes constructive rehabilitation and reuse of an existing building and a portion of the existing infrastructure at 85 State Road to create a marijuana establishment consisting only of a marijuana retail approved as a special permit with the site plan approval in the commercial zone. The smaller building on site, used as a residence and small office, shall remain unchanged for now until manufacturing is approved. Changes will occur in the parking to make it safer. The proposed marijuana establishment will not be within 500 feet of any existing public, parochial, or private school, kindergarten, or State-approved day care**



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center, a public recreation area or park, any existing church as measured in accordance with Zoning by laws.

- **Drainage currently consists of sheet flow from the large processed stone parking and equipment storage areas and sheet flow across lawn surfaces. Years of compaction have caused the processed stone areas to become almost as dense as pavement with an equally high rate of stormwater runoff.**
- **It is proposed to eliminate much of the large processed stone parking area in front of the small building, narrow the drive providing access to a width of 24 feet consistent with the Town minimum and reconfigure the parking spaces to make it difficult and unnatural to back onto State Road. Much of the large processed stone parking and storage areas in front of and to the north of the larger building, which is the subject of this application, will also be removed. The areas of removed process stone will be scarified and replaced with lawn and, in some cases, landscaping. A concrete walkway will be installed from the northerly accessible parking space to the principal building entrance.**
- **The removal of very significant portions of the compacted processed stone parking and storage areas and the creation of new areas of lawn and landscaping will ensure that runoff shall not be increased, groundwater recharge is maximized and neighboring properties will not be adversely affected.**
- **Some paved areas will be removed and landscaping and pedestrian walks will be installed. There are no drainage structures within hundreds of feet of the site and the site is very flat, eliminating the need for erosion controls during the removal of the compacted processed stone parking and storage areas. Mulching the new loam and landscaping areas immediately after seeding will control erosion. The removal of the compacted processed stone parking and storage areas the creation of the lawn/landscaped areas shall each and separately be scheduled for a time of no rainfall or other precipitation forecast within the time required for the regrading and construction activities.**
- **The current very wide access apron along State Road and the unorganized and ill-defined parking area in front of the southerly building creates an easy possibility of backing out onto State Road. The proposed revisions to this portion of the site will narrow the apron, eliminate much of the large processed stone parking area in front of the small building, narrow the drive providing access to a width of 24 feet**

25



consistent with the Town minimum, and reconfigure the parking spaces to make it difficult and unnatural to ack out onto State Road.

- The Town Zoning by laws require parking for the existing and proposed uses proposed for this site totaling 11 parking spaces. Diamond Shine realizes that more parking spaces than required by the Zoning by laws may be needed until more retail establishments providing similar services are in existence and is showing a total of 40 defined spaces including 2 accessible spaces on the site plan. Based on the proposed use of the entire building (1,366 SF) and not the area actually being used by the proposed use (982 SF) demonstrates that the site, even with the complete utilization of the building, will not generate excessive amounts of traffic, the access drive will operate at an acceptable levels of service and that the existing roadway has sufficient excess capacity to accommodate the increase in traffic from the proposed development.

The configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging thefts. Please see attached security plan to include where security would be in the Whately, MA dispensary.

Any areas for cultivation and production in our Whately, MA facility and any areas where cannabis will be kept or handled will have no external doors or windows and can be accessed only from within the facility. All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

Floor Plan

A floor plan of all facilities will detail the following:

- All entrances & exits including a hatchway
- The location of any windows
- The location of all cameras, and their field of view
- The location of all alarms (door contacts, motion detectors, duress/hold up devices) and alarm sirens
- The location of the digital video recorder and alarm control panel
- Restricted and public areas is shown in below

Lighting

The main objectives of our security lighting system at Diamond Shine is to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

Diamond Shine will ensure that sufficient lighting requirements are met between dusk and dawn.

We will add external security lighting, including high flood spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will always be optimal for video capture.

Guards

Once each facility is operational, we will employ Paul Maria of Strongbox Security Services, a private security company whose mission is two-fold: to provide clients with the most professional, highest quality security services in the industry. He will be uniform un-armed according to the regulations of the Massachusetts Cannabis Commission and will be on site monitoring the facility during hours of operation training others in his company to do the same. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Security Consultant to ensure they are of the highest capability.

During operating hours, we will have at least one or a total of two on-site security guards at the entrance and one on-site at the store.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

Physical Building of Cultivation/Manufacturing

We have located our cultivation/manufacturing facility complex to be built on the left side of 85 State Road, Whately, MA. 01373. The property is currently owned by Mark Battey of One Call Does it All in Whately, MA 01373.

Pending all required approvals, Diamond Shine will lease the land to the left of 85 State Road in Whately, MA 01373 and construct a 5,000 square foot purpose designed facility to contain a state of the art year round recreational marijuana cultivation facility for the cultivation of 11 different strains of recreational marijuana. Related infrastructure will include parking and loading areas, utilities and site security infrastructure and systems. The initial cost of the cultivation unit will be estimated around \$240,000 with a quote from Arch Solar. Lighting will cost roughly \$210,000 and hydroponics unit will cost around \$22,000. These are the top three expenses to the seeds which will run around \$15,000 to start before cloning takes place. The cost of site security infrastructure is \$50,000.

Our manufacturing facility with proper protective equipment will cost roughly \$100,000 to modify a 1,000 square foot structure to house production of our CRY machine which will run in price \$500,000. We will utilize the office space building to the left of the garage at 85 State Road, Whately, MA. 01373.

All security measures will be in place to have maximum surveillance including internal and external cameras, a fence around the entire perimeter for enhanced security measures along with contacts on the fence. We will have cameras and alarms around the perimeter and on the structures themselves including all windows and doors being monitored.

**Perimeter Security of the Cultivation and Manufacturing
Diamond Shine/SHINE DIAMOND LLC will secure the perimeter of our facilities to prevent unauthorized intrusion. With our facility for both cultivation and manufacturing we plan to use security fencing, security dogs, and electronic surveillance (round-the-clock alarmed surveillance and electronic intrusion detection).**

The Cultivation and Manufacturing facility will have fencing around the perimeter with 1 locked gated entry. The fencing will be installed in such a way that no gaps will be left between the fencing and areas where it abuts up



against the building or yard. The security of any perimeter fencing will be checked daily by employees.

The perimeter of both the greenhouse and production facility will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by according metal fencing.

Next Generation Alarms motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

Internal Access Point for Cultivation/Manufacturing

Movement within each facility will be tightly controlled. All main access doors and doors to the manufacturing rooms will require keycards and electronic passcodes. Only permitted employees will be allowed to enter into the manufacturing facility.

Physical Security Plan for Dispensary

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our store, we plan to use the following elements to secure the perimeter of our building: security guards, electronic surveillance including alarmed camera surveillance and electronic intrusion detection.

The perimeter will be secured by video surveillance and adequate outside security lighting. Next Generation Alarm's motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

Customer Access Dispensary

The property has a total of 40 common parking spaces on its premises to the side and front of the building. These spaces will easily accommodate customers traffic. There also is an abundance of neighborhood parking in the surrounding areas in the event that parking on site is not possible.

Procedure of Dispensing

- Customers will enter the store through the facilities front entrance.



- Entrance into the areas where cannabis is kept will be authorized by personnel buzzing customers into an area located between the waiting room and cannabis viewing/holding area.
- Once in this holding area, store employees in the back can view anyone and control the second “buzzer door” allowing them into the cannabis area.

This entry door to the cannabis products area will be operated on a “double buzzer” system, controlled by the person assigned to the control area. This person will be viewing the waiting room and allowing access into the rear only after proper screening and the agents in the back are ready. Customers will have to show identification. All purchases are sealed put in a sealed bag. They are not to open or access products in the store, certainly not smoke them. No weapons will be allowed in the facility, and anyone entering the cannabis products area will have to walk through a metal detector. Signs that indicate this will also be posted. In addition, there will be a guard on site in the area of the cannabis products, roving the perimeter and the waiting area.

Internal Access-Point Control

Movement within Diamond Shine/SHINE DIAMOND LLC will be tightly controlled. All main access doors, doors to the store will require keycards and electronic passcodes. In addition, customers will need to buzz in from the waiting room as described above. Only permitted employees will be allowed to enter the store.

Limited Access to Secured Areas & Visitors

Diamond Shine/SHINE DIAMOND LLC has the limited access areas. Diamond Shine/SHINE DIAMOND LLC ensures that the secured areas are accessible only to licensee, licensee representatives and authorized personnel, service personnel or distributors.

Electronic Security System

Diamond Shine/SHINE DIAMOND LLC will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection and panic buttons

Video Surveillance

Diamond Shine/SHINE DIAMOND LLC will employ state-of-the-art external and internal cameras, each with a minimum resolution capacity of 1280x720



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pixels. All video footage will be stored for a minimum of 90 days. Recordings are subject to inspection. This is sufficient to allow facial identification of anyone in or nearing the facility.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the following:

1. Waiting room
2. Reception office
3. Retail sales floor with a camera located at each point of sale location
 - a. The camera placement must allow for recording of the facial features of any person purchasing or selling cannabis goods
 - b. This covers all areas where cannabis is present or handles, including all point-of-sale locations, and all means of access to such areas
4. Entrances and exits from both indoor and outdoor vantage points
5. Security Rooms
6. All limited access areas
7. Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises
8. Areas storing the surveillance system device with at least once camera recording the access points to the secured surveillance recording area
 - a. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft
9. Video surveillance will cover external and internal areas 24/7 at a minimum of 15 frames per second

A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

Third-Party Monitoring

Diamond Shine/SHINE DIAMOND LLC anticipates contracting with Next Generation Alarms to help deter, detect, and document security events at Diamond Shine SHINE DIAMOND LLC's cultivation, dispensary and manufacturing facilities from a remote location. Next Generation Alarms will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious

activity. Our internal security personnel will work with Next Generation Alarms to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be external lighting on a timer with a solar sensor to shut down ½ hour after normal business hours and to come on ½ hour before normal business hours. Solar sensor it to prevent lighting during times of daylight.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

Intrusion & Motion Detection

Diamond Shine/SHINE DIAMOND LLC's alarm system will have motion detectors covering entryways and exits, hallways, the retail sales floor, storage rooms and windows.

Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- A test signal shall be transmitted to the central station every 24 hours
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls, hatchways, storage rooms that contain safes
- The system shall include at least one hold up alarm for staff use
- The system shall be inspected and all devices tested annually by a qualified alarm vendor

Panic Buttons & Internal Communication

Panic buttons will be installed at the dispensary and both separate locations of the cultivation and manufacturing facility.

Fire Security

Diamond Shine/SHINE DIAMOND LLC's cultivation, dispensary and manufacturing facilities will comply with all local fire code requirements.



Fire prevention is a vital aspect of processing safety. As part of Diamond Shine/SHINE DIAMOND LLC's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Tracking Solution

Diamond Shine/SHINE DIAMOND LLC intends to use special tracking solutions, which will allow us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation: transportation, lab testing and dispensing. We will be using Bio-Track THC which complies with all requirements for Massachusetts.

Transport Manifests

Creating, submitting and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review also using BioTrack THC.

Product Details & Plan for obtaining marijuana or marijuana products
Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, plus a reactive expiration date that can lock a product if it's past expiration. Diamond Shine LLC plans to grow our own marijuana when approved and in the meantime of approvals plan to purchase all products from licensed cultivators and manufacturers in Massachusetts.

Inventory Management

Analyzing the sales data to optimize the inventory to the customers.

Data Driven CRM

Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more. The tool we will be employing is BioTrackTHC. It complies with all of the regulations for the Massachusetts Cannabis Commission.



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**Polices & Procedures for Facility Security
Incident Management & Emergency Response**

Diamond Shine/SHINE DIAMOND LLC understands that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Officer, Maurice Butler and staff will input from appropriate local agencies and enforcement authorities, we will develop a comprehensive Emergency Response Plan.

Our emergency response plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose**
- Know how to respond to different kinds of security threats**
- Know which types of situations warrant the activation of panic buttons**
- Know how to proceed when a security alarm goes off or a panic button has been activated**

If a security breach is found to constitute an actual emergency, authorities will be notified as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary.. They will be reviewed at least once every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.



Outside Partnerships: Liaising with Community and Local Law Enforcement
Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

Closing Procedures

After the cessation of business each day our closing procedures require that the alarms be set by two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed marijuana to be disposed is under lock and key in the safe and that the security alarms are set.

Preventing Theft & Non-Diversion

To prevent diversion of marijuana Diamond Shine/SHINE DIAMOND LLC will take the following measures:

- Any personnel that is aware of such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department
- All marijuana while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Marijuana that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
- No individuals who are not authorized to be on the dispensary premises will be allowed access thereby reducing the threat of theft or diversion of medical marijuana.
- At the time of each purchase, Diamond Shine/SHINE DIAMOND LLC, we will verify the identification of the recreational customer.



- **Maintain dispensary and customer records on site or have them reasonably available in a secure filing cabinet.**
- **Enforce conditions of purchasing by excluding those who are caught diverting cannabis.**
- **Monitor transactions and program controls to see if customer is purchasing more than should be reasonable.**
- **Implementing our state-of-the-art supply chain tracking system BioTech THC that follows every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is accounted for**
- **Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern**
- **Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.**

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by two-background checked employees to verify the accuracy of our computerized inventory management system-BioTech THC.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

Preventing On-Site Consumption

We shall not permit the consumption of marijuana at the premises in any form. All marijuana will be kept in a closed container that shall not be opened on the premises. Any marijuana or marijuana paraphernalia that shows evidence of the marijuana having been consumed or partially consumed will be reported to the Department and/or local Police Department. We will place smoke detectors around premises and routinely monitor surveillance to prevent the use of medical marijuana on the registered premises.



Incident Log

We will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

Suspicious Activity & Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Noncompliance will result first in a warning, then in a suspension of purchasing privileges at our facility. Loitering by non-customers will result first in a warning from our staff or security guard, and then in notification of local law enforcement.

Operations Security

Making sure that our routine operations follow secure procedures is as important as physically securing each facility and having emergency response procedures in place. Consistent, proactive operational security policies and procedures greatly reduce the likelihood that emergencies will arise.

- **Workforce Security**
 - **Staffing Structure & Current Employee Roster**
 - A breakdown of the positions by title and job description is found in the staffing plan. For any positions that have already been filled, we provide the names and biographies of the persons hired.
 - **Background Checks**
 - Diamond Shine/SHINE DIAMOND LLC will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to

the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

- **Training & Drills**

- **Security and emergency response training is only part of the comprehensive training required for all employees.**

Training will cover:

- **Marijuana Laws and Regulations**
- **Customer Privacy, confidentiality, and secure electronic record keeping**
- **Procedures for customer reception & registration**
- **Procedures for product sales**
- **Personal safety, fire safety and crime prevention**

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Diamond Shine/SHINE DIAMOND LLC reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols.

In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminar and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

Personnel Records

Diamond Shine/SHINE DIAMOND LLC will maintain personnel records for each employee, agent, or volunteer that includes:

- **Application**
- **Documentation of all required training**



- A signed statement from the individual indicating date, time and place that he or she received training and topics discussed, including the name and title of presenters
- Record of any disciplinary action taken against employee at any time during employment

These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us.

Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank/undisclosed location daily after operation hours have ended. Access to the container will require both an electronic keypad password and a passcode. All financial records will be kept in our quickbooks online linked with BioTrack our data management system.

Inventory Security & Quality Control

- **Sale**
 - The inventory tracking and control system associates every product sold with a single transaction, a single customer or caregiver, and a single dispensary agent.
 - All sales take place under camera surveillance that captures inventory movement as well as the faces and identifying features of the customer making the purchase and the dispensary agent making the sale.
- **Storage**
 - All harvest marijuana will be stored in high-security fire-proof safe. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes will be waterproof from fire hoses and sprinklers and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device installed and connected to the facility intrusion detection system.



The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

- **Visibility**
 - Marijuana or paraphernalia will not be visible from any public or other property not owned by us.
- **Transport**
 - We plan to offer delivery of marijuana to dispensary and/or to our customers. To ensure the security of transport agents and of inventory being transported and to comply with Department regulations, we have adopted the following procedures described in this section:
 - Vehicles will not have any marijuana identification, no plants or paraphernalia will be visible.
 - All deliveries from our facility will include the use of trained security or internal personnel in teams of two. Delivery drivers will be required to successfully complete our training, how to prevent robberies, protect their lives, and stop “car jackings.”
 - We will consider using a real-time wireless reporting of all deliveries to monitor delivery, which we believe will help prevent diversion during the delivery process.. It also will allow us to track the location and delivery time of products.
 - All transport vehicles will be equipped with GPS monitoring and will be required to update the dispensary upon every completed delivery.
 - Transport agents will be able to engage in two-way communication with the dispensary during transport in case of emergency.
 - All incoming marijuana products from other dispensaries will be accepted at the designated vehicle and placed in a sealed and locked container. Access to this container will require both an electronic keypad entry and a physical key. Products remain in the locked transport container during transport. The incoming container will be removed from the delivery vehicle under the supervision of a minimum of



two employees. The container will only be opened once it is securely inside the dispensary.

- We will require all incoming materials to have a detailed transit slip ready on arrival and carried throughout the trip. This will include:
 - Origination of the items (names and registry identification numbers of the releasing dispensary and dispensary agent)
 - Description of the products being transported (type of product, quantity, and tracking numbers)
 - Designated and actual route of transport
 - Name and registry identification number of the transport agent responsible for the transport
 - Date and time of departure and arrival

All drivers with incoming marijuana will be required to be in contact with our dispensary at the origination of the transport process and ten minutes prior to arrival. We will keep all transportation documents computerized and ready for inspection, and will have appropriate commercial liability insurance that covers travel.

*When we receive marijuana from the licensed cultivators in Massachusetts we will ensure testing and certification requirements including pesticides tests have been met with all other documentation regarding the strain. We will be using Pro Verde labs for third party testing.

Loading at the facility will also take place under the supervision of a minimum of two employees. All products will be transported from the dispensary to the vehicle and from the vehicle to the designated drop-off locations in a sealed and locked container. Access to the container will require both combination input on an electronic keypad and a physical key.

All transport of products will be supported by a detailed transit slip containing:

- Maps & designated routes
- Date and departure times
- The name and identification number of the dispensary agent responsible for the transport
- Product information (type of product, quantity, inventory tracking numbers)



A copy of this slip is kept at the dispensary and a copy is carried by the transport agent during the trip. After delivery, the transport will record the end-time and actual route of the trip on the transit slip.

All transport records will be kept and maintained and provided to the Department for review on request.

We plan to digitalize all transport recordkeeping and integrate delivery and transport data directly into our inventory tracking system.

Disposal of Unused or Surplus Marijuana

Diamond Shine/SHINE DIAMOND LLC intends to dispose of unused or surplus marijuana and its by-products by incinerating or giving to local police department or composting. All unused or surplus marijuana and its by-products shall be weighted and documented and recorded on a form.

Diamond Shine/SHINE DIAMOND LLC report any stolen or lost marijuana by filing a police report by calling 911 or in person with the Whately Police Department either in person or in writing within twenty-four (24) hours of becoming aware of the theft or loss.

Record Keeping

Diamond Shine/SHINE DIAMOND LLC will keep meticulous records, complying with local, state, and federal laws and regulations regarding customer records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport of marijuana. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the Department and authorities on request.

Information Systems Security

Securing Data

Our data and information are as valuable as our products. Diamond Shine/SHINE DIAMOND LLC will take both ordinary and extraordinary measures to protect our information systems and keep our data secure.

Ordinary measures are:

- Using virus protection, spam filtering and firewalls



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- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups

We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on user security procedures.

- All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our facility, all data remain safe and remotely accessible on our remote backup server.
- For data backup we will be using Guardian Capsule on-site and an encrypted FTP for transfer to secure off-site storage.

Customer Health Information

Just as sensitive and important as our security system data and our inventory tracking data are our customer records. We take customers privacy very seriously. Consequently, all the safeguards in place to protect and preserve our security data and inventory control data will also be employed to preserve customer information and prevent any breach of customer information and prevent any break of customer confidentiality, ensuring that the electronic storage, transmission, and retrieval of customer information is secure.

Customer records will be stored on a database and encrypted at the OS level. All digital records will follow HIPAA and PCI regulations and guidelines.



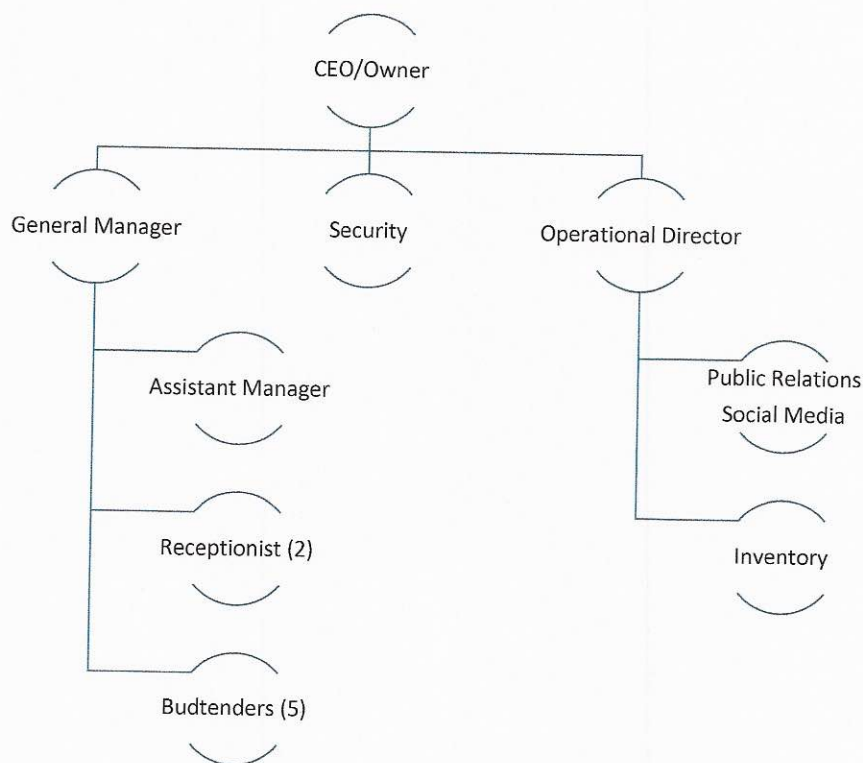
Product Manufacturer Information Logo to be used only when approved by the Massachusetts Cannabis Commission.



Organizational Structure/Management Profile

Diamond Shine is a business that is built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We are quite aware of the rules and regulations governing the cannabis industry of which cannabis dispensing falls under which is why we decided to recruit experienced and qualify employees as foundational staff of the organization. We hope to leverage on their expertise to build our business brand to be well accepted in the United States.





These are the positions to be available at Diamond Shine/SHINE DIAMOND LLC

- **Karen Gaston, Ed.D.-CEO Shine Diamond DBA Diamond Shine LLC.**
- **Attorney & Agent, Joseph Elder, Esquire**
- **Nadir O'Garvey-General Manager**
- **Strongbox Security Co.-Security Detail Company-Paul Maria-Owner**
- **Assistant Manager; Receptionists; Budtenders; Public Relations/Social Media and Inventory are all positions to be hired within the community surrounding our location.**

Profit & Loss



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	\$	YEAR 1	YEAR 2	YEAR 3
Revenue		10,420,135	28,766,344	51,336,133
COGS - Cost of Goods Sold		7,790,573	17,755,555	24,288,843
Gross Profit		2,629,562	11,010,789	27,047,290
% of revenue		25%	38%	53%
SG&A Expenses				
G&A Expenses - Initial & General Costs		180,850	176,400	176,400
G&A Expenses - Retail		588,559	1,063,474	1,176,323
SG&A Expenses - Marketing & Sales Expenses		167,425	248,018	218,849
Senior Management Salaries & Benefits		171,975	171,975	171,975
IT Salaries & Benefits		0	0	0
Other Salaries & Benefits		0	0	0
SG&A Expenses - Misc.		22,425	39,074	41,456
Total SG&A Expenses		1,131,234	1,698,942	1,785,003
Operating Income (EBITDA)		1,498,328	9,311,847	25,262,288
% of revenue		14%	32%	49%
Depreciation and Amortization		68,632	117,655	117,655
Earnings Before Interest & Taxes (EBIT)		1,429,696	9,194,191	25,144,632
Interest Expense		(144,315)	(92,684)	(63,599)
Earnings Before Taxes (EBT)		1,285,380	9,101,508	25,081,033
Income Tax		633,747	2,879,907	7,247,496
Net Income		651,633	6,221,601	17,833,538
% of revenue		6%	22%	35%

Cash Flows



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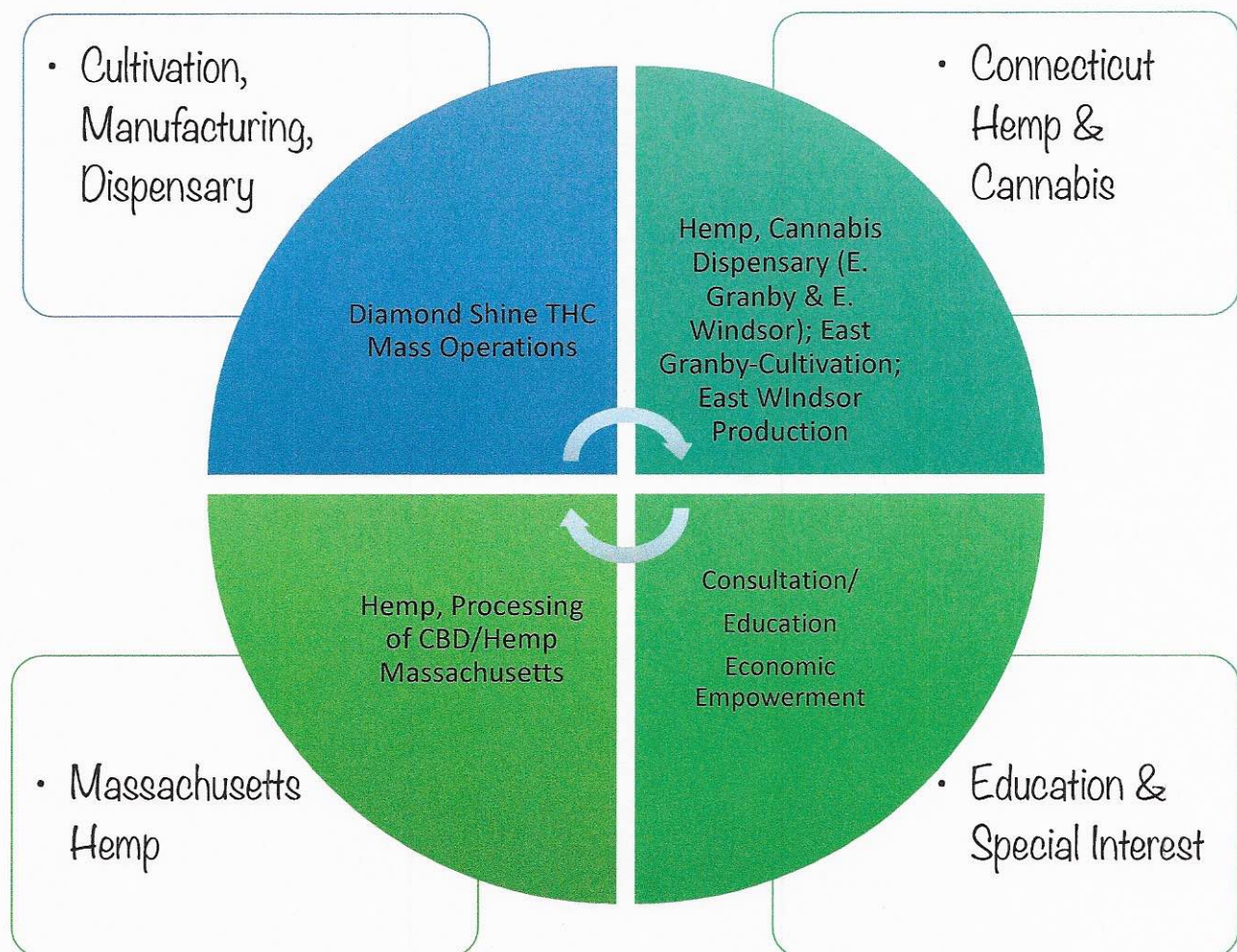
	\$	YEAR 1	YEAR 2	YEAR 3
Net Income		651,633	6,221,601	17,833,538
Cash Flow from Operations				
Depreciation		68,632	117,655	117,655
Change in Receivables		(852,304)	(694,378)	(1,151,577)
Change in Inventory		(782,591)	(381,961)	(530,677)
Change in Accounts Payable		782,591	381,961	530,677
Total Cash Flow from Operations		(132,038)	5,644,878	16,799,616
Cash Flow from Investing				
Capital Expenditures (CAPX)		(1,393,125)	0	0
Other		0	0	0
Total Cash Flow from Investing		(1,393,125)	0	0
Cash Flow from Financing				
Revolver Issuance / (Repayment)		1,565,985	(1,015,985)	0
Long-Term Debt Issuance / (Repayment)		(18,333)	(110,000)	(110,000)
Paid in Capital		0	0	0
Drawings (profit share)		(36)	(36)	(36)
Total Cash Flow from Financing		1,547,615	(1,126,021)	(110,036)
Total Change in Cash		22,452	4,518,858	16,689,580
Beginning Period Cash		0	22,452	4,541,310
Ending Period Cash		22,452	4,541,310	21,230,890

Balance Sheet

	\$	YEAR 1	YEAR 2	YEAR 3
Assets				
Current Assets				
Cash		22,452	4,541,310	21,230,890
Receivables		852,304	1,546,682	2,698,259
Inventory		782,591	1,164,551	1,695,228
Total Current Assets		1,657,347	7,252,543	25,624,377
Long Term Assets				
Property Plant & Equipment (PPE), gross		1,393,125	1,393,125	1,393,125
Accumulated Depreciation of PPE		(68,632)	(186,288)	(303,943)
PP&E, net		1,324,493	1,206,837	1,089,182
Total Assets		2,981,839	8,459,380	26,713,559
Liabilities				
Current Liabilities				
Accounts Payable		782,591	1,164,551	1,695,228
Total Current Liabilities		1,798,575	1,164,551	1,695,228
Long Term Liabilities		531,667	421,667	311,667
Total Liabilities		2,330,242	1,586,218	2,006,895
Equity				
Paid-in Capital/Drawings		(36)	(72)	(108)
Retained Earnings		651,633	6,873,234	24,706,772
Current Period Retained Earnings		651,597	6,873,162	24,706,664
Total Equity		651,597	6,873,162	24,706,664
Total Liabilities and Equity		2,981,839	8,459,380	26,713,559

Chart of Operations


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Odor Control

Cannabis Industry Odor Eliminator : 100% Eco-friendly – CupriDyne Clean

POWERFUL NON-TOXIC ECO-FRIENDLY & GUARANTEED SOLUTION

Cannabis Industry Odor Eliminator – CupriDyne Clean is a 100% safe, all natural solution that doesn't just mask odor it eliminates all types of Industrial Odor. CupriDyne Clean Eliminate Odors from Commercial Growhouses, *Greenhouses*, Processing and Curing Areas of all types. We are changing the way the Cannabis industry thinks about an

Greenhouse Industry Odor Control. Through the use of common essential nutrients, it breaks down all organically derived odors by means of safe, gentle and effective oxidation.

CupriDyne Clean is completely safe for people, pets, plants and the planet. Inventor and manufacturer, Odor-No-More, maintains a strong commitment to the creation of best in class, environmentally-friendly products and the continued pursuit of sustainability and innovation. By providing effective odor control, CupriDyne Clean makes for happy neighbors and good community relations.



These days, there is one topic that seems nearly impossible to escape in business – cannabis. This is unsurprising if you consider the industry’s monumental growth since Colorado became the first state to legalize recreational marijuana in 2012. Nine other states have followed suit, and more are expected. Indeed, the global legal cannabis market is expected to grow to a whopping \$146.4B in 2025 at an astounding 34.6% annual growth rate. Some call cannabis the 21st century’s gold rush. With rapid growth comes growing pains. One serious challenge the cannabis industry faces is odor and air quality control.

Cannabis producing and processing facilities emit strong, persistent odors. These odors are integral to, and the sign of, a good product. The irony, however, is that



Diamond Shine/SHINE DIAMOND LLC “Integrity Innovator in Cannabis & Hemp-One community”

while the operators (and consumers) may love the smell of marijuana, neighbors and communities don't. Examples are already cropping up of communities rallying against local producers, creating poor public perception for the industry and likely leading to litigation and fines. Strong odor isn't the only problem – the gasses released in cannabis growing and product producing operations are hazardous. The volatile organic compounds (VOCs) responsible for the cannabis smell, called terpenes, are also air pollutants known to contribute to tropospheric ozone and smog. Cannabis producers are becoming under increasing pressure to implement sufficient air quality and odor control measures to mitigate these risks, especially given the sensitive political and social condition of the legal cannabis industry as a whole. Cannabis producers are actively seeking the best available solutions to the problem. Given the value of cannabis operations and their exceedingly high profit margins, there is simply no room or need to cut corners with a solution to the odor problem. Among solutions providers, there is now a proverbial “land grab” to become the best solution for the industry's odor and air quality management challenge. CupriDyne Clean Positioned to be the Solution for this IndustryBioLargo's CupriDyne Clean product has been proven effective in eliminating cannabis-related odors and VOCs. The company recently established its first strategic partnership with an air handling and air quality company with operations in both the United States and Canada, under a white label program (more details to come soon). Through this relationship, progress has already been rapid – 3 customers have already been secured and 5 commercial trials are underway in the cannabis industry. Our market rollout strategy in the cannabis industry is drastically different than our approach for the solid waste handling industry. In that market, sales, marketing, and service package delivery were organized directly by our subsidiary Odor-No-More, allowing the company to create a great reputation for the product and the company. The company's success in the waste handling industry allows it to leverage its considerable expertise and proven product through strategic channel partnerships to rapidly capture a large share of the cannabis odor control market. We intend for CupriDyne Clean to quickly become part of the “best practices” for mitigating cannabis-related odors and VOCs. Odor-No-More President Joe Provenzano commented, “Within the Cannabis industry, we have identified a number of key relationships and are working to finalize agreements with equipment manufacturers, regulatory consultants, key opinion leaders, and marketing partners. Our value proposition is unmatched for odor and VOC control and this is another great example how our platform continues to expand in high value markets.”



Customer Experience “When your energy is so bright and radiates beyond measure-it either gets them to buy or contemplate buying.” Negativity is not an option.-A THERAPEUTIC DISPENSARY

Exit Strategy: A considering for exit would be an amount up to and including \$50 million dollars for the vertical operation would be considered for the Whately, MA venture which would include retail/dispensary; cultivation and production facility all side by side operation fully vertically integrated. The name of Diamond Shine would maintain for the boutique brand if buyer is considered.



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Diamond Shine Operating Policies and Procedures-Restricting Access to Individuals 21 or Older
according to 935 CMR 500.101 (1)

Diamond Shine per statute and state regulations, all employees must be 21 years of age or older. Age of each prospective employee is verified using one of the state-approved forms of identification. Access to Diamond Shine is limited to staff and approved visitors whose age is verified by an authorized staff member upon entry to Diamond Shine.

At the Point of Sale, the addition of adult use marijuana dispensing will not commence without receipt of all necessary state and local approvals including a special permit (already issued by Whately Zoning Board of Appeals) and an adult-use retail licensed (issued by the Massachusetts Cannabis Control Commission).

Per MA adult-use regulations, any adult 21 and over may be allowed into Diamond Shine. Diamond Shine has a comprehensive plan to plan to ensure that access to the adult use operation is restricted to those individuals 21 years of age or older.

A cursory review of every customer's government-issued identification card is conducted by a security guard outside the facility entrance. If the individual is visiting Diamond Shine, their age and authenticity of the ID card will then be verified through use of ID scanning technology. Acceptable forms of identification include the following: Liquor purchase identification card, identification card, motor vehicle license, valid United States issued military identification card or valid passport issued by the United States government.

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**Diamond Shine Operating Policies and Procedures-Maintaining of Financial Records according to 935
CMR 500.101 (1)**

Diamond Shine maintains its financial records with Quick-Books online, including all retail revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on Diamond Shine's profit and loss or balance sheet. These records cover:

- Monetary transactions;
- Assets and liabilities;
- Sales records including the quantity, form, and cost of marijuana products
- Books of accounts, including journals, ledgers, and supporting documents
- Salary and wages paid to each employee, any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Diamond Shine.

Diamond Shine Operating Policies and Procedures-Personnel Policies according to 935 CMR 500.101 (1)**Dispensary Employee/Agent Training****At Hiring:**

- New dispensary agents must complete an initial training regimen prior to performing actual job functions.
- Training must also include training on confidentiality as well as the Adult-Use program regulations.
- Training will entail shadowing a dispensary agent in a similar role with similar responsibilities as the new dispensary agent.
- Incident de-escalation techniques and emergency procedures.
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual hired indicating the time, date, and place he or she received said training and the topics discussed including the name and title of presenters. This must be included in employee's personnel file.

On-Going:

- The Director of Security will determine the annual training agendas for dispensary staff.
- At a minimum, staff shall receive a minimum of 8 hours of on-going, relevant training and/or supplemental education annually.

***Personnel Records:**

Records must be available for inspection by the CCC, upon request. Personnel records must include:

- Job descriptions for each employee and volunteer position
- Organizational charts consistent with job descriptions of Diamond Shine employees
- All materials submitted to the Commission will have
 - Full name, date of birth and address of the individual
 - Written acknowledgement by the individual of the limitations on his or her authorization to dispense marijuana for adult purposes in the Commonwealth
 - Copy of the dispensary employee's driver's license, government issued identification or other verifiable identity document acceptable to the Commission
 - An attestation that the individual will not engage in the diversion of marijuana
 - Any other information required by 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 confidentiality and privacy 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 Diamond Shine submitted to the Commission on behalf of any prospective dispensary agent.
- A copy of the background check report commissioned by Diamond Shine prior to hire.
- Documentation of periodic performance evaluations
- A record of any disciplinary action taken

Personnel records for each dispensary agent must be maintained for at least 12 months after termination of the individual's affiliation with Diamond Shine

Diamond Shine recruits' new employees through:

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- Word of mouth advertising via current Diamond Shine stakeholders
- Traditional job opportunity websites including monster.com
- Posting on our website diamondshinecommunity.com
- Posting in the Greenfield Recorder
- Review of unsolicited job applications received prior to posting the opportunity
- Additional channels if volume requires it

Immediate dismissal of any dispensary agent who has

- Diverted marijuana, which will be reported to law enforcement officials and to the CCC
- Engaged in unsafe practices with regard to operation of Diamond Shine dispensary, which will be reported to the Department

Any dispensary agent found to have diverted marijuana or engaged in unsafe practices with regard to the operations of Diamond Shine will be subject to immediate dismissal per his or her employment contract and state regulations.

A member of Diamond Shines Executive Management team will report any and all instances of diversion to law enforcement officials and to the CCC.

Any instance of a Diamond Shine employee engaging in unsafe practices with regard to the operations of Diamond Shine will also be reported to the CCC by a member of the Executive Management Team.

Diamond Shine has adopted a zero-tolerance policy toward individuals who knowingly violate the law, state marijuana regulations or a Diamond Shine company policy.

Diamond Shine Operating Policies and Procedures-Record Keeping Procedures according to 935 CMR 500.101 (1)

Diamond Shine's records are available for inspection by the CCC upon request. Diamond Shine's records are maintained in accordance with Generally Accepted Accounting Principles. Written records that are maintained and available for inspection by the Commission include but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- Written operating procedures as required by 935 CMR 500.105 (1);
- Inventory records as required by 935 CMR 500.105 (8);
- Seed to Sale tracking records for all marijuana products as required by 935 CMR 500.105 (8) (e).
- The following personnel records:
 - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Diamond Shine records will be maintained for at least 12 months after termination of the individual's affiliation with Diamond Shine and will include at a minimum the following:
 - All materials submitted to the CCC pursuant to 935 CMR 500.030 (2);
 - Documentation of verification of references;
 - The Job description or employment contract that includes authority, duties, 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;
 - Documentation of periodic performance evaluations;
 - A record of disciplinary action taken; and
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Business records: Diamond Shine maintains its financial records with Quick-books Online and a CPA, including all retail revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on Diamond Shine's profit and loss or balance sheet. These records cover:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts including journals, ledgers and supporting documents;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each employee, executive compensation, bonus, benefit or item of value paid to any individual affiliated with a marijuana establishment.
- Waste disposal records as required under 935 CMR 500.105 (12); and in the event of closure, Diamond Shine will maintain all records for at least two years in a form and location acceptable to the Commission

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Diamond Shine Operating Policies and Procedures-Qualifications & Training according to 935 CMR 500.101 (1)

Qualifications for employment at Diamond Shine vary with the position. Here is a list of minimum qualifications as shown on our current job descriptions:

Chief Operating Officer

- Thoroughly committed to Diamond Shine's mission. Proven leadership, coaching, and relationship management experience. Demonstratable experience and other qualifications include:
 - Passion, idealism, integrity, positive attitude, mission-driven, and self-directed
 - Ability to work effectively in collaboration with diverse groups of people
 - Action-oriented, entrepreneurial, adaptable, and innovative approach to business planning
 - Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills
 - Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures
 - Excellence in organizational management with the ability to coach staff, manage, and develop high-performance teams, set and achieve strategic objectives and manage a budget
 - Unwavering commitment to quality control and data-driven operational evaluation

Chief Financial Officer

- 5 to 8 years' experience in financial services/accounting. She or He will have experience creating and driving the analytic framework for planning and managing organizational change in a highly entrepreneurial organization. The CFO will have the following experience and attributes:
 - Bachelor's degree (MA/MBA preferred) in business, finance or management
 - Excellent people skills with experience collaborating in a multi-disciplinary, diverse, and dynamic team
 - Experience should include legal, audit, budget, compliance, and resource development
 - Demonstrated experience in financial management and accounting
 - Proven effectiveness leading professionals in accounting and finance
 - Demonstrated resourcefulness in setting priorities, proposing new ways of creating efficiencies and guiding investment in people and systems
 - Personal qualities of integrity, credibility and a commitment to Diamond Shine's mission
 - Flexible self-starter; able to multi-task while also being highly detail oriented

Director of Retail Operations

- Results proven track record of exceeding goals and delivering desired results
- High level of business experience including successful Profit and Loss management
- Evidence of the ability to consistently make good decisions through a combination of analysis, experience, wisdom and judgement
- Problem solving, creative resourcefulness, and project management
- Ability to balance the delivery of programs against the realities of a budget
- Energetic, flexible, proactive and collaborative
- Proven track record of success facilitating progressive organizational change and development within a growing organization
- Team leader who can productively and positively impact both tactical and strategic operational initiatives
- 5 plus years in relative operations management and/or retail management experience preferred
- Must be 21 years of age
- Must have valid driver's license and proof of insured reliable transportation

#21

- Punctual, reliable, meticulous,
- Knowledge of cannabis products and strains preferred
- Courteous manner with customers and employees

Director of Security—Paul Maria with Strongbox Security

Dispensary Manager

- Must have a valid driver's license and proof of insured reliable transportation
- Must be 21 years of age
- Courteous manners with customers
- Punctual, reliable, and meticulous
- Good communication skills
- Knowledge of genetics, edibles, strains and growing
- Responsible
- Must be confident and customer service oriented when dealing with customers on the phone and in person as well as compassion for customers served
- Flexible and willing to help wherever needed

Budtender/Retail Specialist

- Valid driver's license, proof of insurance and reliable transportation
- Must be 21 years of age
- Strong interpersonal skills/team player
- Courteous manner with customers and fellow staff members
- Meticulous attention to detail
- Must be professional and customer service oriented
- Ability to manage time and effectively prioritize
- Must submit to a full background check
- Must be comfortable with a high level of responsibility
- Knowledge of strains, edibles, genetics, and methods of ingestion

Dispensary Agent Training also includes:

- Initial training regimen prior to performing actual job functions/duties
- Training includes shadowing a dispensary agent in a similar role
- Training on confidentiality and adult-use regulations
- Incident de-escalation techniques and emergency policies
- Responsible Vendor Training
- Documentation of all required training including training regarding privacy and confidentiality requirements and a signed statement of the individual hired indicating the date, time and place he or she received said training and the topics discussed, including the name and title of presenters. This must be included in employee's personnel file.
- Responsible Vendor Training
- Within 90 days of hiring all employees that are involved in the handling and sale of marijuana for adult-use will attend and successfully complete a responsible vendor program to be designated a "responsible vendor."
- Administrative employees who do not handle or sell marijuana may take the "responsible vendor" program on a voluntary basis

On-Going Training:

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- At a minimum, employees will receive 8 hours on-going relevant training and/or supplemental education annually
- The Director of Security will determine the annual training agendas for both dispensary employees
- All employees will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

#16
Diamond Shine Operating Policies and Procedures-Quality Control and Testing according to 935 CMR 500.101 (1)

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. The Commission may require additional testing:

- Diamond Shine will maintain the results of all testing for no less than one year;
- Diamond Shine will follow established policies and procedures for responding to results indicating contamination as well as:
 - Notification within 72 hours by Diamond Shine and the independent testing laboratory separately and directly to the Commission on a form prescribed by Commission of any results indicating contamination that cannot be remediated; and
 - Submission of any information regarding contamination immediately upon request by the commission
- Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination;
- All testing must be conducted by an independent laboratory that is accredited to International Organization for Standardization by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement or certified, registered, or accredited by an organization approved by the Commission
- Testing provided to Diamond Shine must be conducted in accordance with the frequency required by the commission and must have a contractual arrangement with the laboratory for the purposes of testing marijuana
- An executive of Diamond Shine or member of Diamond Shine is prohibited from having any financial or other interest in laboratory providing testing for Diamond Shine
- No individual employee of a laboratory providing testing services for Diamond Shine may receive direct financial compensation from Diamond Shine
- All transportation of marijuana to and from laboratories providing marijuana testing services will comply with 935 CMR 501.110 (5)
- All storage of marijuana to and from laboratories providing marijuana testing services will comply with 935 CMR 501.105 (4)
- All excess marijuana must be returned to Diamond Shine and be disposed of pursuant to 935 CMR 501.105 (4)

Diamond Shine Operating Policies and Procedures-Diversity Plan according to 935 CMR 500.101 (1)

Diamond Shine is an equal opportunity employer. With regard to hiring and staffing, Diamond Shine's goal is simply to retain and attract the best individuals that we can. Ethnicity, gender, disability, veteran status, religion, and sexual orientation are not considered when screening or hiring applicants for employment with our company. This is evidenced by the fact that Diamond Shine is women owned. Compensation is equitable throughout the company and is commensurate with experience, market conditions and experience. We hire based on ability to perform job duties, applicable qualifications, proven track record, professional references, and our best judgement as to good energy fitting our model of exceptional above and beyond customer service.

Diamond Shine will hire 40% women; 40% minorities, 10% veterans and 10% persons with disabilities and 10% LGBTQ community. Diamond Shine will advertise jobs on at least a quarterly basis in the Greenfield Recorder stating that we are specifically looking for women, minorities, or persons with disabilities to work at Diamond Shine.

Diamond Shine will track each number of individuals who are women, minorities, and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.

The diversity plan progress or success will be documented one year from provisional licensure and each year thereafter.

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

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