



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Cultivator

General Information:

License Number: MC281438

Original Issued Date: 10/02/2019

Issued Date: 09/10/2020

Expiration Date: 10/02/2021

Payment Received: \$2500 Payment Required: \$2500

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Heirloom Collective, Inc.

Phone Number: 617-852-7044 Email Address: jcounihan@prismventure.com

Business Address 1: 38 Arbor Way

Business Address 2:

Business City: North Easton Business State: MA

Business Zip Code: 02356

Mailing Address 1: 38 Arbor Way

Mailing Address 2:

Mailing City: North Easton Mailing State: MA

Mailing Zip Code: 02356

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201869

RMD INFORMATION

Name of RMD: The Heirloom Collective, inc.

Department of Public Health RMD Registration Number: 047

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

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Date generated: 10/15/2020

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 25

Role: Executive / Officer Other Role:

First Name: James Last Name: Counihan Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 25

Role: Executive / Officer Other Role:

First Name: Timothy Last Name: Van Epps Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 25

Role: Executive / Officer Other Role:

First Name: Patrick Last Name: Cloney Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 25

Role: Director Other Role:

First Name: Christopher Last Name: Brown Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: The Heirloom Collective, Inc. Entity DBA:

Email: jcounihan@prismventure.com Phone: 617-852-7044

Address 1: 38 Arbor Way Address 2:

City: North Easton State: MA Zip Code: 02356
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 87 Northfield Road

Establishment Address 2:

Establishment City: Bernardston Establishment Zip Code: 01337

Approximate square footage of the Establishment: 20000 How many abutters does this property have?: 14

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Comm Host Agreement_executed.pdf	pdf	5c7da8ceb411c1126cf03e30	03/04/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	5c8ed103635d511b34752cdd	03/17/2019
Plan to Remain Compliant with Local Zoning	THC Plan to Remain Compliant with Local Zoning.pdf	pdf	5c8edb2e3183181258e1df3a	03/17/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	THC Plan for Positive Impact.pdf	pdf	5c8edbdb5d4b0b1b3ebc31a2	03/17/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: James **Last Name:** Counihan **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 2

Role: **Other Role:**

First Name: Christopher **Last Name:** Brown **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Timothy **Last Name:** Van Epps **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Patrick **Last Name:** Cloney **Suffix:**

RMD Association: RMD Owner

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	HVCC Bylaws.pdf	pdf	5b466ab2109eba32018f0426	07/11/2018
Articles of Organization	HVCC Restated Articles.PDF	pdf	5b466ac4a18777320b0d7d79	07/11/2018
Secretary of Commonwealth - Certificate of Good Standing	MA sec of state good standing.pdf	pdf	5c7c39705d4b0b1b3ebc1023	03/03/2019
Department of Revenue - Certificate of Good standing	MA DoR Cert of Good Standing 02152019.pdf	pdf	5c7c397c9ff0081b4821b3c9	03/03/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DoR Cert of GS 08042020.pdf	pdf	5f31bab8193ee2646b47a80f	08/10/2020
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate of good standing.pdf	pdf	5f31baecead5bc6434e3af88	08/10/2020
Secretary of Commonwealth - Certificate of Good Standing	SoS Cert of GS 08032020.pdf	pdf	5f31bb02ca23a6644a588c82	08/10/2020

Massachusetts Business Identification Number: 001177989

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Heirloom business plan 0307.pdf	pdf	5c882e063d84de123a6138b1	03/12/2019
Plan for Liability Insurance	THC Liability Insurance Plan_Cultivation.pdf	pdf	5c8ec68c3183181258e1df20	03/17/2019
Plan for Liability Insurance	Proof of Insurance.pdf	pdf	5f31bb5f30ca0a689030f145	08/10/2020
Proposed Timeline	THC Cultivation Timeline 2020.pdf	pdf	5f31d8638093f4686f9c9b24	08/10/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	THC Maintenance of Financial Records SOP.pdf	pdf	5c8e81d78d16491b5c0fb107	03/17/2019
Personnel policies including background checks	THC Personnel Policies.pdf	pdf	5c8e81f0edbb73122a619ac0	03/17/2019
Dispensing procedures	THC Policy for Dispensing (cultivation site).pdf	pdf	5c8e82375d4b0b1b3ebc3125	03/17/2019
Quality control and testing	THC Quality Control and Testing SOP.pdf	pdf	5c8e8298c4b7a71b66d15a58	03/17/2019
Record Keeping procedures	THC Record Keeping Procedure.pdf	pdf	5c8e905d9ff0081b4821d54d	03/17/2019
Policies and Procedures for cultivating.	THC Policy and Procedure for Cultivation.pdf	pdf	5c8eab745d4b0b1b3ebc3164	03/17/2019
Prevention of diversion	THC Prevention of Diversion SOP.pdf	pdf	5c8ead4e5d4b0b1b3ebc3169	03/17/2019
Qualifications and training	THC Qualifications and Trainnig SOP.pdf	pdf	5c8eaea61e71bd126232e46b	03/17/2019
Separating recreational from medical operations, if applicable	THC Plan for Sep Recr from Med Ops2.pdf	pdf	5c8eb138293a531244ec29b	03/17/2019
Storage of marijuana	THC Storage Cultivation SOP.pdf	pdf	5c8eb4c51e71bd126232e47e	03/17/2019
Transportation of marijuana	THC Transporation SOP.pdf	pdf	5c8eb7743183181258e1df12	03/17/2019
Restricting Access to age 21 and older	THC Plan for Restricting Access to age 21.pdf	pdf	5c8eb9eb3779161b2a876409	03/17/2019
Diversity plan	THC Diversity Plan.pdf	pdf	5c8ebaa61e71bd126232e487	03/17/2019
Inventory procedures	THC Inventory and Tracking SOP.pdf	pdf	5c8ebc145fd63c1b24eb8308	03/17/2019
Security plan	THC Security System Plan_Bernardston.pdf	pdf	5c8ec2359ff0081b4821d59a	03/17/2019

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Goal #1- ~20% of our employees will be:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Greenfield and Amherst.
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

Description of Progress- We have 11 past and present employees from the City of Greenfield which equates 17.5% of all hires from Areas of Disproportionate Impact. We also have 2 employees who are Massachusetts residents who have past drug convictions which equates to 3.2% of our total hires. In total, 20.7% of our total hires met the criteria for goal #1.

Goal #2- ~20% of our vendors, contractors and builders will be sourced locally from areas of disproportionate impact or whose owners or employees are individuals who qualify for the Commissions Social Equity Program.

Description of Progress- The Heirloom Collective has met our goal by contracting with or hiring 23% of our total vendors, contractors and builders from areas of disproportionate impact. These include:

1. Greenfield Glass (Greenfield)
2. Greenfield Recorder(Greenfield)
3. Summit Ice (Greenfield)
4. The Law Offices of John Mason (Greenfield)
5. Sandri Development, Inc. (Greenfield)
6. Conte Furniture (Greenfield)
7. F.W. Webb (Greenfield)
8. Bacon Wilson Law Offices (Amherst and Amherst)
9. Barlow Landscaping (Greenfield)
10. Crocker Communications (Greenfield)
11. Bulkley Richardson (Springfield)
12. Allston Supply Co (Springfield)
13. Hub International (West Springfield office)
14. Leader Home Center (Greenfield)

15. Massachusetts Fire Technologies (West Springfield)
16. Miller Development Enterprises, LLC. (Springfield)
17. Alarm New England (Springfield)
18. Springfield Label (Springfield)
19. Summit Handling Systems, Inc. (Greenfield)
20. Sherwin Williams (Greenfield)
21. Meyers Brothers Kalicka (Holyoke)
22. West County Equipment Rentals (Greenfield)
23. Western Mass Organic Garden Supply (Greenfield)

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Goal 1- The Heirloom Collective will hire 50% woman and 20% who are a minority, veteran, persons with a disability or persons who are LGBTQ+.

Progress- We are approaching our goal of 50% female employees. Of our past and present employees, 38 are male (60%) and 25 are female (40%). We currently have 3 veterans employed (4.8%). Although we cannot legally request information as to the sexual orientation of employees, two of our employees have volunteered the fact that they are LGBTQ+ (3.2). It should be noted that 2 applicants who were LGBTQ+ were offered positions but declined. As far as minority employees, due to our geographic location and the demographics of this area, sourcing of minority applicants has been difficult. We have invited all applicants that we believe are minorities to interview with us. Of these interviews, 12 applicants did not respond to calls/emails for the interview, 2 declined an interview stating we were not paying enough. Of the applicants that we did interview, a Hispanic female was offered the position but did not respond to our job offer and black male did not show up for the second interview where, in all likelihood, he would have been offered the position.

We were hoping that our planned job fairs in June would have helped us source more applicants that meet our diversity plan criteria, but these were postponed due to the COVID-19 emergency. We do plan on rescheduling these job fairs at a later date when the Governors Emergency Order allows.

Goal #2- 75% retention rate among all employees

Progress- The Heirloom Collective has surpassed our goal and has a 84.1 retention rate.

Goal #3- 20% of our suppliers, contractors and wholesale partners will be woman, minority, veteran, persons with a disability or persons who are LGBTQ+

Progress- Due to our geographic location and the demographics of this area, sourcing of minority owned business has been difficult. We have engaged with several marijuana businesses that are owned by minorities and woman. Currently we have provided wholesale product to two ME's that are minority and woman owned, Caroline's Cannabis and Pure Oasis (10% of our wholesale partners). Pure Oasis was given extended payment terms. We are also engaged with 3 minority owned retail ME's who are approaching final license.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 10:00 PM
Tuesday From: 8:00 AM	Tuesday To: 10:00 PM
Wednesday From: 8:00 AM	Wednesday To: 10:00 PM
Thursday From: 8:00 AM	Thursday To: 10:00 PM
Friday From: 8:00 AM	Friday To: 10:00 PM
Saturday From: 8:00 AM	Saturday To: 10:00 PM
Sunday From: 8:00 AM	Sunday To: 10:00 PM



THE HEIRLOOM
COLLECTIVE



- Executive Summary
- Executive Team
- Locations
- Market
- Timeline
- Security
- Menu
- Financial projections



Executive Summary

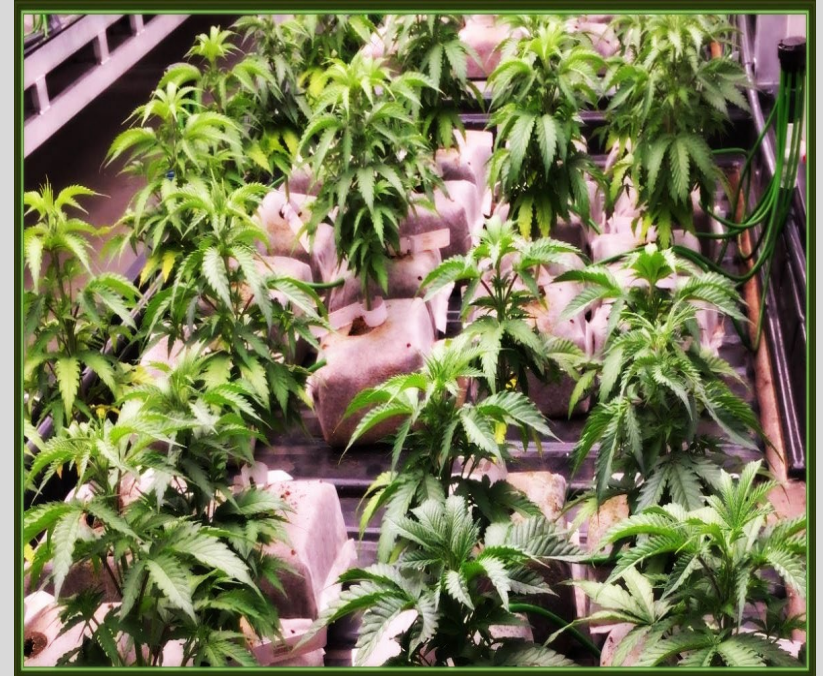
Current status — The Heirloom Collective, Inc. has an FCR for Cultivation in Bernardston and has commenced operations. Additionally, we have a PCR for 3 Medical Retail locations.

Applying for — Marijuana Cultivator and Marijuana Product Manufacturer in Bernardston.

Geographic Focus — Western MA.

Medical Retail — Sales to commence in Hadley in May 2019.

Status Quo — Recreational Licenses require minimal operational or capital change to the business in the near term.





James Counihan – President and CEO. Jim is a venture capitalist and attorney. For the past 19 years he has been a General Partner and Managing Director for Prism VentureWorks, an early stage venture capital firm, focused on the technology and life sciences sectors, which has managed \$1.25B over five funds.

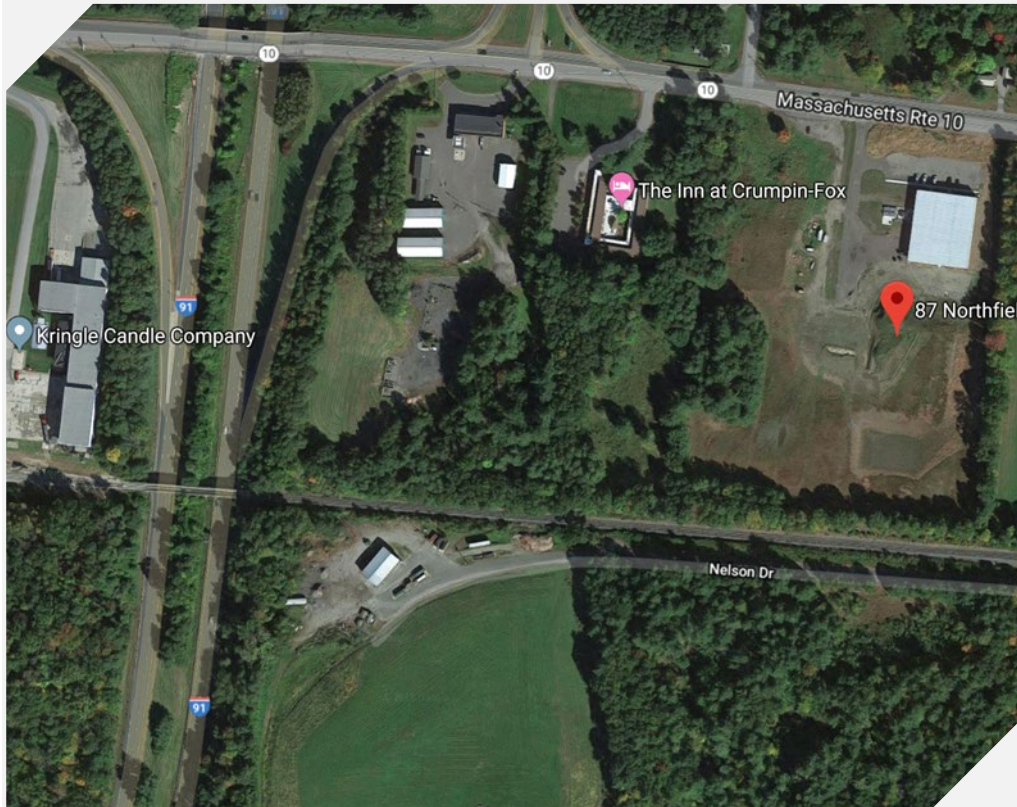
Patrick Cloney – CFO and Director of Security. Pat is a Strategy Consultant and Investment Professional and has led such organizations as the Massachusetts Clean Energy Center, as its Founding Executive Director, and Massachusetts Office of Business Development.

Timothy Van Epps – COO and Director of Cultivation Operations. Tim is the Chief Executive Officer and Chairman of the Board of Directors of A.R. Sandri Corp. Sandri is one of the largest energy companies in Western Massachusetts with lines of business in gasoline, oil, clean energy, HVAC and Golf Courses.



The Heirloom Collective, Inc.

Custom built, state of the art Cultivation and Processing Facility in
Bernardston, MA.



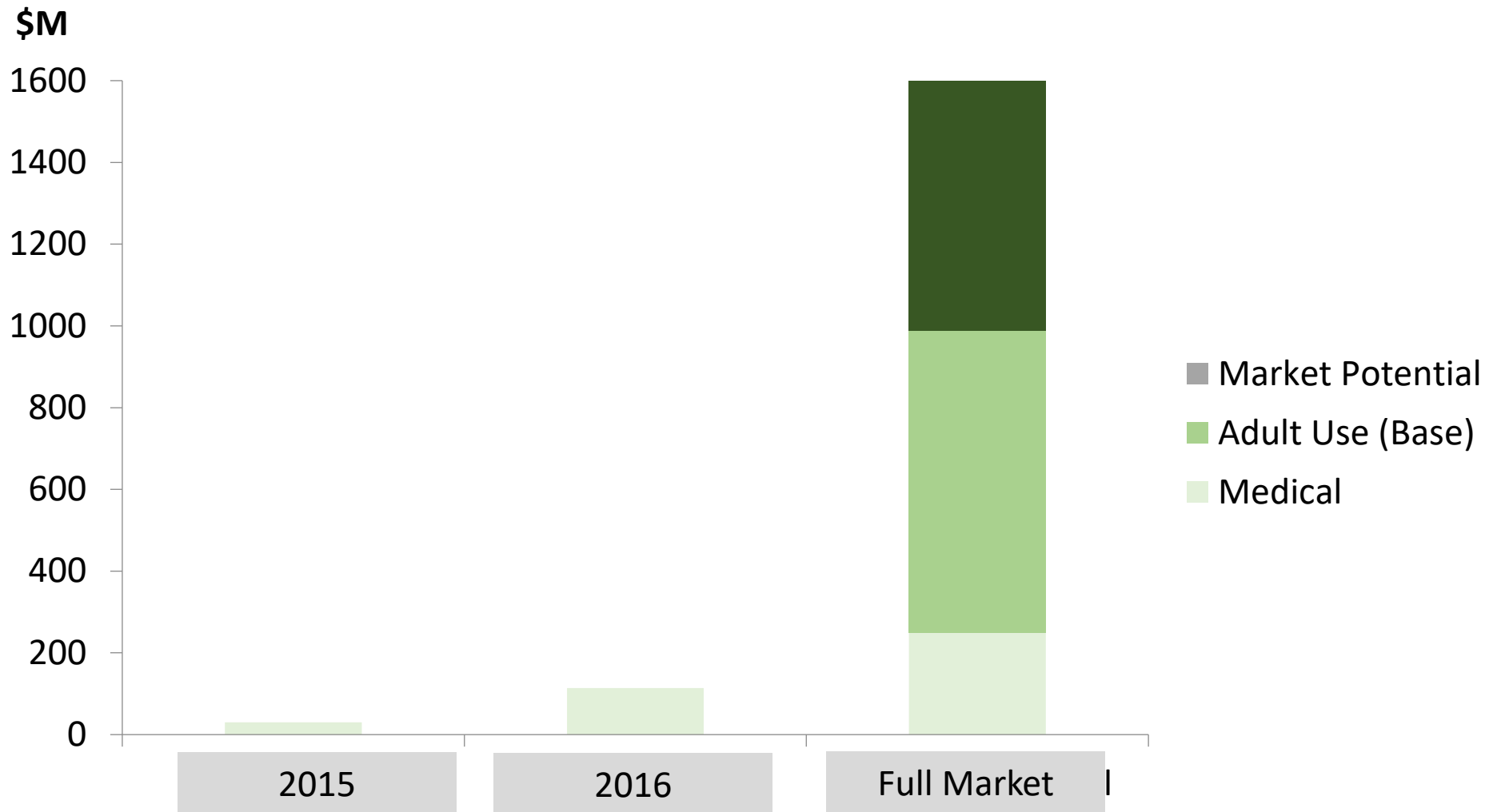


Locations

Location	Function	Size	Status	Controlling Interest
Bernardston	Cultivation and Processing	20,000 sq ft	FCR	15 year lease with a purchase option
Hadley	Retail	2,000 sq ft	PCR	15 year lease with a purchase option
Orange	Retail	2 acres	PCR	15 year lease with a purchase option
Greenfield	Retail	1313 sq ft	PCR	15 year lease with a purchase option

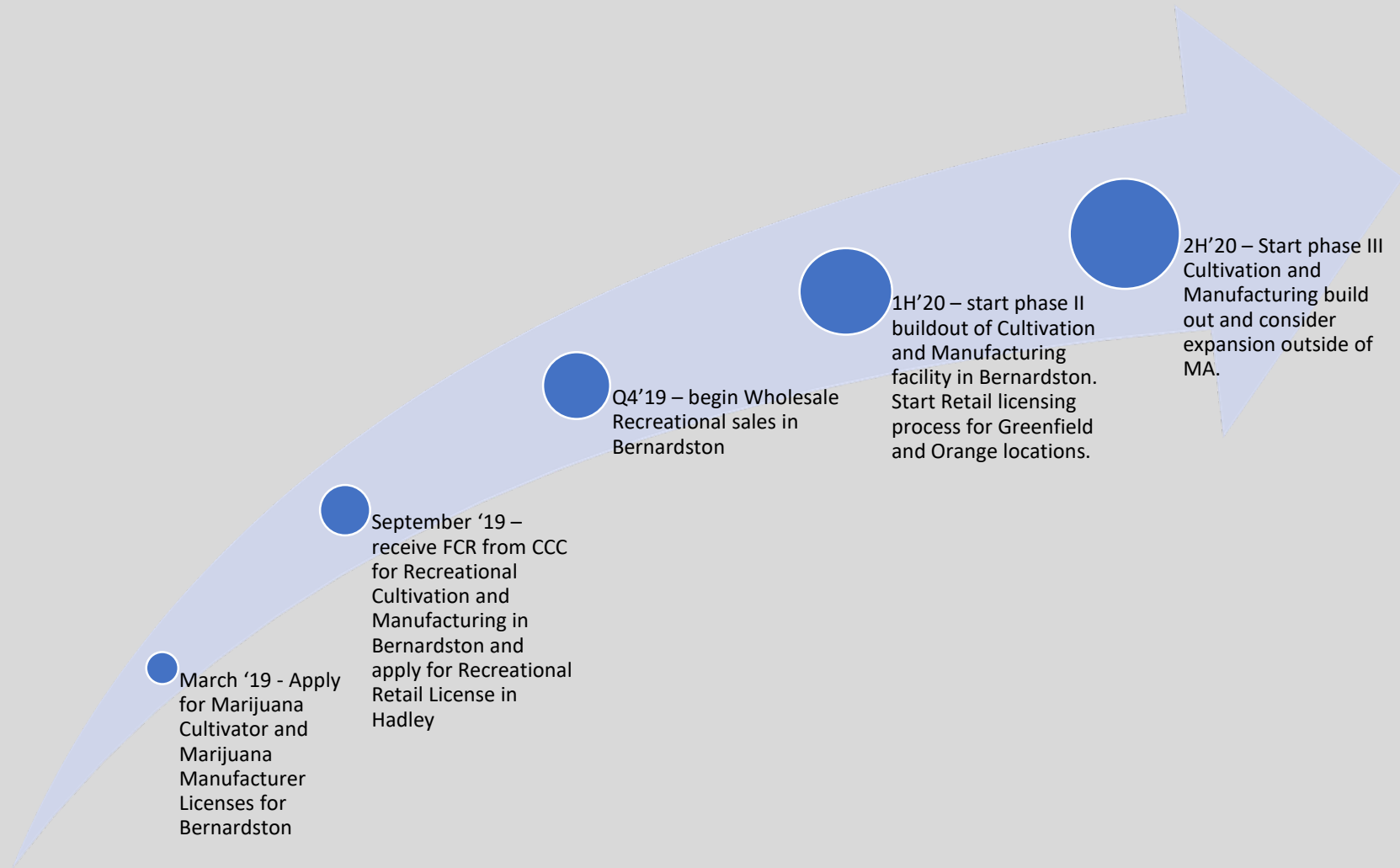


MA is a large market opportunity





Timeline





Interior and Exterior Cameras

Motion Detection Sensors

RFID Access Control

Pin Pad Access to certain rooms

Burglar Alarm System

Panic Alarms

Man Trap

24/7 Outsourced Monitoring

Fire Alarms and Full Sprinkler System



Flower

1/8 Ounce (Jar)

Single Gram (Barrier Bag)

Pre-Roll (CS Tube)

Concentrates

Rosin (5ml Jar)

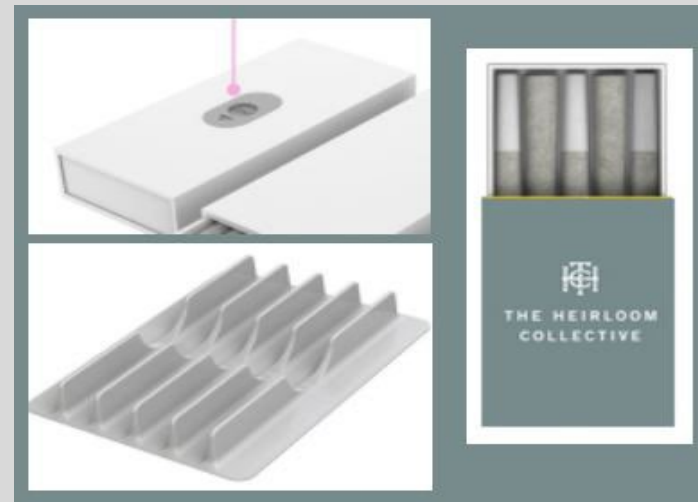
Kief (10ml Jar)

Bubble Hash (10ml Jar)

MIPs

Tincture (CS Dropper Bottle)

Salve (Jar)



Display Counter Design





Financials

	CY 2019 Projection	CY 2020 Projection	CY 2021 Projection
REVENUE			
Medical	\$ 7,076,000.00	\$ 3,463,560.00	\$ 2,970,000.00
Adult Use	\$ 1,722,000.00	\$ 12,122,460.00	\$ 10,395,000.00
TOTAL REVENUE	\$ 8,798,000.00	\$ 15,586,020.00	\$ 13,365,000.00
TOTAL COGS	\$ 4,069,800.00	\$ 8,359,200.00	\$ 8,553,600.00
Total Other Expenses	\$ 678,355.81	\$ 989,890.14	\$ 1,222,805.47
EBITDA	\$ 4,049,844.19	\$ 6,236,929.86	\$ 3,588,594.53

FTE	52	59	66
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Thank you



Plan for Obtaining Liability Insurance

The Heirloom Collective (“MAC”) is currently operating a co-located (Cultivation and Processing) Registered Marijuana Dispensary (“RMD”). As such we are in compliance with the Cannabis Control Commissions requirement under 935 CMR 500.105(10)

I. Purpose

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

II. Plan

1. The Heirloom Collective currently has, and will maintain, an insurance policy that satisfies the requirement under 935 CMR 500.105(10).
 - a. The Heirloom Collective has obtained and will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy is not higher than \$5,000 per occurrence.
2. The Heirloom Collective will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.



HEIRCOL-01

RDINATALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2020

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

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

PRODUCER License # 1780862 HUB International New England 96 Shaker Rd East Longmeadow, MA 01028	CONTACT NAME: Rosemary DiNatale PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Rosemary.dinatale@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Falls Lake Fire & Casualty Company NAIC # 15884 INSURER B: Safety Insurance Company 39454 INSURER C: Protective Insurance Company 12416 INSURER D: United Specialty Insurance Company 12537 INSURER E: INSURER F:	
INSURED The Heirloom Collective Inc. 38 Arbor Way North Easton, MA 02356		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Pesticide Endorsement			FLF-MA-PK-00525-01	9/7/2019	9/7/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 50,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5909280	6/6/2020	6/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			FLF-MA-XS-00526-01	9/7/2019	9/7/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	SS-2307831-01	2/9/2020	2/9/2021	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Products Liability			ELMMA002114-01	9/7/2019	9/7/2020	1,000,000/2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

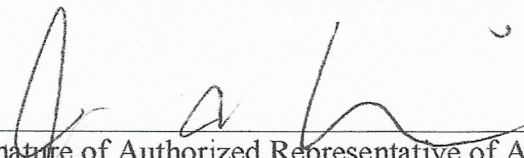
CNB	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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, James A. Counihan - President, (*insert name*) certify as an authorized representative of The Heirloom Collective, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Bernardston, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 5, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Brian J. Keir, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for The Town of Bernardston, MA (*insert name of host community*) to certify that the applicant and The Town of Bernardston, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 5, 2019 (*insert date*).



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, James A. Counihan, (*insert name*) attest as an authorized representative of The Heirloom Collective, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 5, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on February 23, 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 February 22, 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 February 22, 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.

The Heirloom Collective, Inc.
Community Outreach Public Notice
February 21, 2019
Notice is hereby given that a Community Outreach Meeting for The Heirloom Collective, Inc., is scheduled for Tuesday, March 5th at 6:00 PM at the Inn at Crumpin Fox located at 71 Northfield Road, Bernardston, MA 01337. The Heirloom Collective, Inc. is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its current operating location at 87 Northfield Road, Bernardston, MA 01337. The Heirloom Collective is not proposing a retail facility.
There will be an opportunity for the public to ask questions. For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>
Thank You,
The Heirloom Collective, Inc.

NE-266405

☐ PROOF O.K. BY: _____		☐ O.K. WITH CORRECTIONS BY: _____
PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE		
ADVERTISER: RECORDER MISCELLANEOUS SALES PERSON: Suzanne Hunter PUBLICATION: NE-PV_News SIZE: 1 col X 2 in		PROOF CREATED AT: 2/21/2019 5:05 PM PROOF DUE: - NEXT RUN DATE: 02/23/19 NE-266405.INDD

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Robert Raymond
Selectboard
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Raymond,

Notice is hereby given that a Community Outreach Meeting for The Heirloom Collective, Inc., is scheduled for Tuesday, March 5th at 6:00 PM at the Inn at Crumpin Fox located at 71 Northfield Road, Bernardston, MA 01337. The Heirloom Collective, Inc. is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its current operating location at 87 Northfield Road, Bernardston, MA 01337. The Heirloom Collective is not proposing a retail facility.

There will be an opportunity for the public to ask questions.

For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

Thank You,

The Heirloom Collective, Inc.

cc: Stanley Garland
Brian Keir, Chairman
Paul Luther, Town Clerk

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Chris Mysk, Chair
Planning Board
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Mysk,

Notice is hereby given that a Community Outreach Meeting for The Heirloom Collective, Inc., is scheduled for Tuesday, March 5th at 6:00 PM at the Inn at Crumpin Fox located at 71 Northfield Road, Bernardston, MA 01337. The Heirloom Collective, Inc. is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its current operating location at 87 Northfield Road, Bernardston, MA 01337. The Heirloom Collective is not proposing a retail facility.

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For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

Thank You,

The Heirloom Collective, Inc.

cc: Rawn Fulton
John Lepore
Chuck Mielke

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Chuck Mielke
Planning Board
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Mielke,

Notice is hereby given that a Community Outreach Meeting for The Heirloom Collective, Inc., is scheduled for Tuesday, March 5th at 6:00 PM at the Inn at Crumpin Fox located at 71 Northfield Road, Bernardston, MA 01337. The Heirloom Collective, Inc. is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its current operating location at 87 Northfield Road, Bernardston, MA 01337. The Heirloom Collective is not proposing a retail facility.

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Thank You,

The Heirloom Collective, Inc.

cc: Rawn Fulton
John Lepore
Chris Mysk, Chair

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Paul Luther, Clerk
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Luther,

Notice is hereby given that a Community Outreach Meeting for The Heirloom Collective, Inc., is scheduled for Tuesday, March 5th at 6:00 PM at the Inn at Crumpin Fox located at 71 Northfield Road, Bernardston, MA 01337. The Heirloom Collective, Inc. is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its current operating location at 87 Northfield Road, Bernardston, MA 01337. The Heirloom Collective is not proposing a retail facility.

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Thank You,

The Heirloom Collective, Inc.

cc: Stanley Garland
Robert Raymond
Brian Kier, Chairman

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. John Lepore
Planning Board
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Lepore,

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Thank You,

The Heirloom Collective, Inc.

cc: Rawn Fulton
Chuck Mielke
Chris Mysk, Chair

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Brian Kier, Chairman
Selectboard
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Kier,

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For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

Thank You,

The Heirloom Collective, Inc.

cc: Stanley Garland
Robert Raymond
Paul Luther, Town Clerk

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Stanley Garland
Selectboard
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Garland,

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Thank You,

The Heirloom Collective, Inc.

cc: Robert Raymond
Brian Keir, Chairman
Paul Luther, Town Clerk

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Rawn Fulton
Planning Board
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Fulton,

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Thank You,

The Heirloom Collective, Inc.

cc: John Lepore
Chuck Mielke
Chris Mysk, Chair

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Mr. Dan Devine, Chair
Zoning Board of Appeals
Town of Bernardston
P.O. Box 504
Bernardston, MA 01337

Dear Mr. Devine,

Notice is hereby given that a Community Outreach Meeting for The Heirloom Collective, Inc., is scheduled for Tuesday, March 5th at 6:00 PM at the Inn at Crumpin Fox located at 71 Northfield Road, Bernardston, MA 01337. The Heirloom Collective, Inc. is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its current operating location at 87 Northfield Road, Bernardston, MA 01337. The Heirloom Collective is not proposing a retail facility.

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For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

Thank You,

The Heirloom Collective, Inc.

cc: Selectboard
Planning Board

The Heirloom Collective, Inc.

Community Outreach Public Notice

February 21, 2019

Dear Abutter,

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There will be an opportunity for the public to ask questions.

For more information regarding Marijuana License types go to: <http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf>

Thank You,

The Heirloom Collective, Inc.

Plan to Remain Compliant with Local Zoning

Purpose

The purpose of this plan is to outline how The Heirloom Collective, Inc. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 87 Northfield Road, in Bernardston, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

Per the Bernardston Zoning Bylaws, Adult Use Marijuana Cultivation is allowed in the Expedited Permitting District (EPD). Our location of 87 Northfield Road, Bernardston, MA is within the EPD and compliant with all required setbacks. We have also executed Host Community Agreement with the town of Bernardston. There are no licensing requirements from the Town.

Plan:

It is the intention of The Heirloom Collective to remain compliant with all relevant local codes, and ordinances applicable to a Marijuana Establishment.

In addition to The Heirloom Collective, Inc. remaining compliant with the existing Bernardston Zoning Bylaw, our executive management team and General Counsel will continually engage with the Town of Bernardston to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.

From: [Bernardston Selectboard](#)
To: [Jim Counihan](#)
Subject: Re: f/u from our call.
Date: Thursday, August 06, 2020 3:04:21 PM

Hi Jim,

I have consulted with our department heads. They are reporting that the town has incurred no additional unforeseen expenses related to the operation of The Heirloom Collective.

If you need a more formal response, please let me know.

Thanks,

Louis Bordeaux

Town Coordinator

Town of Bernardston
38 Church St., PO Box 504
Bernardston, MA 01337
Phone: 413-648-5401

On 2020-08-04 15:13, Jim Counihan wrote:

Hi Lou,

Nice to catch up with you yesterday. As per our conversation, we are renewing the FCR licenses for Cultivation and Product Manufacturing and as part of that process the CCC is asking us for:

Verbatim from the renewal application, "Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment." The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.

Our compliance consultant said an email exchange was sufficient (I will save it as a pdf and upload it to the CCC portal) though you can also put the letter on the town's letterhead if you prefer. He also explained that if you have not yet started to track those costs (and to be clear, this is for the recreational licenses which are not yet operational in Bernardston as we have been waiting for the final inspection from the CCC since

January), you can just state that also. Please let me know if you need further information from me.

Thank you,

Jim Counihan

617 852 7044.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Restated Articles of Organization

(General Laws, Chapter 180, Section 7)

Identification Number: 001177989

We, JAMES COUNIHAN ☒ President ☐ Vice President,

and TIMOTHY VAN EPPS ☒ Clerk ☐ Assistant Clerk ,

of HAPPY VALLEY COMPASSION CENTER, INC.

located at: HAPPY VALLEY COMPASSION CENTER 38 ARBOR WAY NORTH EASTON , MA
02356 USA

do hereby certify that the following Restatement of the Articles of Organization was duly adopted at a meeting held on:
11/3/2015 , by vote of:

0 members, 3 directors, or 0 shareholders,

being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation is:

HAPPY VALLEY COMPASSION CENTER, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED EXCLUSIVELY FOR NONPROFIT PURPOSES INCLUDING, BUT NOT LIMITED TO, PROMOTING CARE AND RELIEF FOR PATIENTS SUFFERING FROM DEBILITATING MEDICAL CONDITIONS, EDUCATING THE PUBLIC ABOUT RELATED MATTERS, AND SUPPORTING COMMUNITY-BASED HEALTH AND WELLNESS EFFORTS IN THE COMMONWEALTH OF MASSACHUSETTS. THE CORPORATION MAY, AS PERMITTED BY LAW, ENGAGE IN ANY AND ALL ACTIVITIES IN FURTHERANCE OF, RELATED TO, OR INCIDENTAL TO THESE PURPOSES WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION FORMED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS. ANY REVENUE FROM THE CORPORATION SHALL BE USED SOLELY IN FURTHERANCE OF THE CORPORATION'S NONPROFIT PURPOSE.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

SET FORTH IN BYLAWS

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

(If there are no provisions state "NONE")

THE CORPORATION IS ORGANIZED EXCLUSIVELY FOR NONPROFIT PURPOSES. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES OF THE CORPORATION. IN THE EVENT OF DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSES OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE, IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS. NO OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR OR ARISING OUT OF A BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

The effective date of the Restated Articles of Organization of the corporatoin shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VI

The information contained in Article VI is not a permanent part of the Articles of Organization.

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:

No. and Street: HAPPY VALLEY COMPASSION CENTER
38 ARBOR WAY
City or Town: NORTH EASTON State: MA Zip: 02356 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JAMES A COUNIHAN	38 ARBOR WAY NORTH EASTON, MA 02356 USA	6/30/16
TREASURER	PATRICK CLONEY	1 GRANITE STREET MEDFIELD, MA 02052 USA	6/30/16
CEO	JAMES A COUNIHAN	38 ARBOR WAY NORTH EASTON, MA 02356 USA	6/30/16
CFO	PATRICK CLONEY	1 GRANITE STREET MEDFIELD, MA 02052 USA	6/30/16
COO	TIMOTHY VAN EPPS	38 UNION STREET NORTHHAMPTON, MA 01060 USA	6/30/16
CLERK	TIMOTHY VAN EPPS	38 UNION STREET NORTHHAMPTON, MA 01060 USA	6/30/16
ASSISTANT CLERK	JAMES A COUNIHAN	38 ARBOR WAY NORTH EASTON, MA 02356 USA	6/30/16
DIRECTOR	ROBERT P ESCHINO JR	8825 BLACKWOOD DRIVE WINDSOR, CO 80550 USA	6/30/16
DIRECTOR	JAMES A COUNIHAN	38 ARBOR WAY NORTH EASTON, MA 02356 USA	6/30/16

DIRECTOR	TIMOTHY VAN EPPS	38 UNION STREET NORTHHAMPTON, MA 01060 USA	6/30/16
DIRECTOR	PATRICK CLONEY	1 GRANITE STREET MEDFIELD, MA 02052 USA	6/30/16
DIRECTOR	CHRISTOPHER D BROWN MD	41 ADAMS DRIVE CROSSKILL, NJ 07626 USA	6/30/16

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
June

d. The name and business address of the resident agent, if any, of the business entity is:

Name:

No. and Street:

City or Town:

State:

Zip:

Country:

We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the business entity as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

II, III, IV AND VI

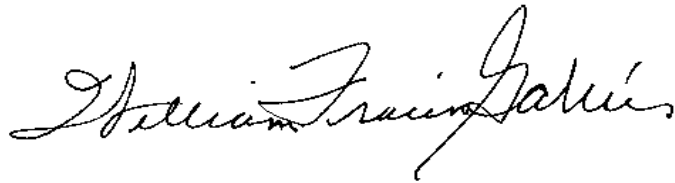
SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of November, 2015,
JAMES COUNIHAN , President / Vice President,

TIMOTHY VAN EPPS , Clerk / Assistant Clerk.

THE COMMONWEALTH OF MASSACHUSETTS

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

November 04, 2015 11:56 AM

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

BYLAWS
of
HAPPY VALLEY COMPASSION CENTER, INC.
June 2015

BYLAWS
Of
HAPPY VALLEY COMPASSION CENTER, INC.

June 2015

ARTICLE 1

General Provisions

Section 1.1 Name. The name of this corporation is Happy Valley Compassion Center, Inc., and shall herein be referred to as "the corporation."

Section 1.2 Offices. The principal business office of the corporation shall be at 38 Arbor Way, North Easton, MA 02356. The corporation may also have offices at such other places as the corporation may require.

Section 1.3 Fiscal Year. The fiscal year of the corporation shall begin on July 1 and end on the following June 30 of each year.

Section 1.4 No Voting Members. The corporation shall have no voting members. All powers of the corporation shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the corporation. No person now or hereafter designated by the corporation as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or bylaws of the corporation nor shall such person have any voting or fiduciary rights or responsibilities of the corporation.

ARTICLE 2

Statement of Purposes

The corporation is organized exclusively for nonprofit purposes including, but not limited to, promoting care and relief for patients suffering from debilitating medical conditions, educating the public about related matters, and supporting community-based health and wellness efforts in the Commonwealth of Massachusetts. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purpose.

ARTICLE 3

Board of Directors

Section 3.1 Authority. The business and affairs of the corporation shall be controlled and governed by the board of directors, which shall have the right to exercise all powers of the corporation as permitted by law.

Section 3.2 Composition. The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors.

Section 3.3 Terms of Office. The board of directors shall determine the length and number of terms to be served by directors.

Section 3.4 Meetings. The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 3.5 Quorum and Voting. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these bylaws.

Section 3.6 Meetings by Remote Communication. One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

Section 3.7 Action Without a Meeting. Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

Section 3.8 Waiver of Notice for Meetings. Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these bylaws, or the laws of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 3.9 Committees. The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

Section 3.10 Compensation. Directors as such shall not receive any salaries for their service on the board, but directors shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation.

Section 3.11 Resignation. Any director may resign by delivering a written resignation to the corporation at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 3.12 Removal. Any director may be removed, with or without assignment of cause, by a vote of two-thirds of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 3.13 Vacancies. Any vacancy occurring in the board of directors shall be filled by the board of directors in accordance with provisions of Section 3.2 above. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE 4

Officers

Section 4.1 Officers. The officers of the corporation shall be a president, treasurer, and clerk, and such other officers as may be elected in accordance with the provisions of this Article.

Section 4.2 Election. The officers of the corporation shall be elected annually by the board of directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

Section 4.3 Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 4.4 Removal. Any officer may be removed, with or without assignment of cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 4.5 President. The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 4.6 Treasurer. The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

Section 4.7 Clerk. The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE 5

Corporate Transactions

Section 5.1 Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined by specific instances.

Section 5.2 Indebtedness. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the corporation.

Section 5.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

ARTICLE 6

Books and Records

The corporation shall keep at the principal office of the corporation correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the corporation. All books, and records of the corporation may be inspected by any director, or agent or attorney thereof, for any proper purpose at any reasonable time.

ARTICLE 7

Restrictions on Activities

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.

ARTICLE 8

Dissolution

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

ARTICLE 9

Conflicts of Interest

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ARTICLE 10

Personal Liability

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

ARTICLE 11

Indemnification

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE 12

Amendments to Bylaws

These bylaws may be amended or repealed by a majority vote of the entire board of directors.

(End of Bylaws)



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JAMES A COUNIHAN
HAPPY VALLEY COMPASSION CENTER, I
38 ARBORWAY
NORTH EASTON MA 02356-1142

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HAPPY VALLEY COMPASSION CENTER, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

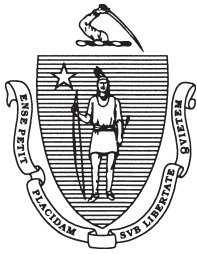
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: February 28, 2019

To Whom It May Concern :

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

THE HEIRLOOM COLLECTIVE, INC.

is a domestic corporation organized on **June 18, 2015**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in black ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19020526780

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

Processed by:

The Heirloom Collective Diversity Plan

Intent

It is the policy of The Heirloom Collective, Inc. (“HEIRLOOM”) to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. HEIRLOOM goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. HEIRLOOM Inc’s founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age and sexual orientation. We are committed to hiring those best fit for the role.

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

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

Purpose

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

Diversity Plan Populations (“Plan Populations”)

The Demographics for Bernardston are predominantly white with just 3% of the population falling into the category of a minority. Franklin County as a whole has ~ 8.5 % minority population and ~8% veteran population and ~10% of those under 65 years of age have a disability. Between 4.5-5.5% of the Massachusetts population is believed to identify themselves as LGBT.

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

Plan Populations:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations

Goals

The goals that HEIRLOOM is committed to achieving through this plan and our vision include:

1. Make the HEIRLOOM workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:
 - 50% female.
 - 20% will be a minority, veteran, persons with a disability or persons of all gender identities and sexual orientations.
2. Make the HEIRLOOM workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work.
3. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Plan Populations.

Recruitment and Hiring Plan

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

1. The HEIRLOOM hiring plan gives preference to individuals who are identified in the Plan Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate is hidden from the hiring manager during the application review process that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates as outlined in the article “5 Must-Do’s for Writing Inclusive Job Descriptions”.
<https://business.linkedin.com/talent-solutions/blog/job-descriptions/2018/5-must-dos-for-writing-inclusive-job-descriptions>
6. Engage with training and recruitment organizations that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Plan Populations and job postings that highlight our diversity hiring preference. These groups include:
 - MassHire Franklin Hampshire Career Center;
 - Reliable Temps, Inc; and
 - Staffing Network, LLC

Inclusion Plan

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

1. Provide training to all employees regarding inclusion in the workplace
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment.
3. Implementation of our Non-Discrimination, Harassment and Retaliation Policy. This policy includes provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
4. Engage with independent outside resources to evaluate and make suggestions regarding inclusion in the HEIRLOOM workplace.

Supplier Diversity Plan

HEIRLOOM is committed to utilizing, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. HEIRLOOM recognizes that sourcing products and services from previously under-used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. HEIRLOOM will draft and implement a plan that focuses on and requires that the underrepresented business identified above are included and chosen, when possible, as our suppliers, contractors and wholesale partners.

Evaluation

HEIRLOOM realizes that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 3 goals.

1. As we recruit and hire potential employees the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with employees to ensure our workplace is a place of inclusion
3. 1 year from receipt of Final License, and annually thereafter the HEIRLOOM management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of this plan and to see if our goals are attained.
4. If, at any time, it is found that the plan is not reaching our goals the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

Maintaining Financial Records Policy and Procedure Manual

I. Intent

The Heirloom Collection, Inc. ("THC") is committed to being compliant with all regulations outlined in 935 CMR 500.000 and 935 CMR 502.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

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

II. Purpose

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

III. Policy

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

1. All THC financial/business records will be available for inspection to the Commission upon request.
2. The Heirloom Collective will maintain all business records in manual and electronic (computerized) form. These records include, but are not limited to;
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

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

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

Access to the Commission

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

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

The Heirloom Collective, Inc. financials, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that

reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

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

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

Point of Sale (POS) Systems

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

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

- f. method of payment, and
 - g. POS terminal number and POS transaction number.
- 3. THC will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.
- 4. THC will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
 - a. THC will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. THC may utilize a sales recording module approved by the DOR.
 - c. THC will not utilize software or other methods to manipulate or alter sales data.
 - d. THC will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. THC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If THC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. THC will immediately disclose the information to the Commission;
 - ii. THC will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. THC will take such other action directed by the Commission to comply with 935 CMR 500.105.
 - e. The Heirloom Collective will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
 - f. THC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
 - g. The Heirloom Collective, Inc. will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

- h. As a Colocated Marijuana Operations (“CMO”), THC will maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10): Patient Supply.

Virtual Separation

As a Colocated Marijuana Operations (“CMO”), THC will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. We will utilize plant or package tags in the Seed-to-sale SOR to fulfil this requirement.

Personnel Policy and Procedure Manual (Including Background Checks)

The Heirloom Collective, Inc. (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Registered Marijuana Dispensary (“RMD”). This policy and procedure summarizes our Personnel Manual (Including Background Checks) for our cultivation facility in Bernardston. This plan is compliant with 935 CMR 500.000, 935 CMR 501.000 and 935 CMR 502.000 (“the Regulations”).

I. Intent

THC is committed to being compliant with the Regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for THC employees regarding Personnel Policies that are in compliance with the Regulations.

II. Purpose

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

III. Personnel Records

THC will maintain the following personnel records:

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

3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030 and in accordance with 935 CMR 501.030 (C).

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

IV. THC Agents

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

All THC Agents will be registered agents for Adult-Use pursuant to 935 CMR 500:000 and Medical-Use Pursuant to 935 CMR 501.000.

All THC Agents shall;

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

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

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;

5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

The THC CEO is registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom BeWell seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

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

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

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

All THC Agents will carry the registration card(s) at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

V. Background Checks

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

Application Process - During the application process THC will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes and will also comply with the Background Check Packet as outlined in 935 CMR 501.100;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (All executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - a. The individual's full legal name and any aliases;
 - b. The individual's address;
 - c. The individual's date of birth;
 - d. A photocopy of the individual's driver's license or other government-issued identification card;
 - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to information detailing involvement in any criminal or civil or administrative matters:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and

which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
- c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
- d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
- e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- g. Any other information required by the Commission.

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

Background Checks Post Application Process - For all Marijuana Establishment Agent Registrations not included in the application process, THC will submit Marijuana Establishment Agent applications and any required documentation to the Commission for all required individuals. THC will perform its own due diligence and background checks, which will include an iCORI check, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B, C and D of 935 CMR 500.802.

VI. Equal Employment Policy

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

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

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

VII. Anti-Harassment and Sexual Harassment Policy

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

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

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

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

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

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

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

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

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

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

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

VIII. Americans with Disability Act

The Heirloom Collection, Inc. strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. THC judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the

company's positions. THC will provide reasonable accommodations to any persons with disabilities who require them, and who advise THC of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

IX. Drug/Alcohol Free Workplace

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

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

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

X. Smoke Free Workplace

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

XI. Employee Assistance Policy

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

XII. Employee Diversion of Marijuana

If a THC Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card(s) confiscated. THC will immediately be notified. The Chief Security Officer will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

XIII. Employee Handbook

THC will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with The Heirloom Collective, Inc. These subjects will include, but not be limited to;

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

Qualifications and Training Policy and Procedure

The Heirloom Collective, Inc. (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Registered Marijuana Dispensary (“RMD”). This policy and procedure summarizes our Qualifications and Training SOP for our facility in Bernardston. This plan is compliant with 935 CMR 500.000, 935 CMR 501.000 and 935 CMR 502.000 (“the Regulations”).

I. Intent

The Heirloom Collective, Inc. is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency.

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

II. Purpose

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

III. Qualifications for a THC Marijuana Establishment Agent

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

All Heirloom Collective, Inc. Agents must;

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

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

III. Required Training for Heirloom Collective Agents

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

1. As a CMO, THC will train all agents who are both an RMD agent and a marijuana establishment in both 935 CMR 500.105(2)(a) and (b), and 935 CMR 501.105(8): RMD Agent Training, including training regarding privacy and confidentiality requirements for patients. Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Marijuana Regulations;
 - c. Security and Safety;
 - d. Emergency Procedures/Disaster Plan;
 - e. Diversion of Marijuana;
 - f. Terminatable Offences;
 - g. Confidential Information;
 - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").

4. All THC Agents will receive a minimum of 8 hours of training annually.
5. THC will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be maintained and stored by THC for at least one year after Agents' termination.
6. When implemented and available, The Heirloom Collective, Inc. will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor".
 - a. After the responsible vendor designation is applied each THC owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, THC will allow and encourage them to attend on a voluntary basis.
 - c. THC will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Quality Control and Testing of Marijuana Products Policy and Procedure Manual

The Heirloom Collective, Inc. (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Registered Marijuana Dispensary (“RMD”). This policy and procedure will summarize our Quality Control and Testing of Marijuana Products Policies and Procedures that have been approved by the Massachusetts Department of Public Health. This policy and procedure is compliant with 935 CMR 500.000, 935 CMR 501 and 935 CMR 502 (“the Regulations”).

I. Intent

To provide clear and concise instructions for The Heirloom Collective, Inc. employees who will be involved with product sampling or testing that are in compliance with The Regulations set forth by the State of Massachusetts.

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

II. General Requirements

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

THC will test all of our marijuana products in accordance with the Regulations. All untested final marijuana products will be segregated from tested product that will be used for retail sales or whole product that will be sold to other Marijuana Establishments.

All non-marijuana ingredients will be obtained from sources and/or companies that are in full compliance with all state and federal regulations.

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

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

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

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

THC will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

As the standards or best management practices are not established at this time, THC will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

Prior to being transferred to the Point of Sales secure storage, all marijuana and marijuana products will be inspected for signs of contamination, expiration date and damage. Any products found to have signs of contamination, are expired or if the product or packaging is damaged will be considered waste products and returned to the THC cultivation facility for destruction and disposal.

Testing of Marijuana Products - THC will test all marijuana products, environmental media and cultivation water as required by the Regulations. Our policy and procedure for sampling and testing are compliant with 935 CMR 500.000 and 105 CMR 725.000 and more specifically with the testing requirements outlined in 935 CMR 725.160, 105 CMR 725.105(C) and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* and *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries.”*

THC will not sell or otherwise market for adult use any marijuana product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. *Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

Marijuana or marijuana products may be sold to adult-use consumers if it has been tested by an Independent Testing Laboratory that is licensed at the time of sale to test adult use marijuana in compliance with M.G.L. c. 94G, and 935 CMR 500.000: Adult Use of Marijuana.

At the point of initial production, all THC marijuana or MIPs that are tracked for medical use in the Seed to-sale SOR must comply with 935 CMR 501.105(3): Requirements for Handling and Testing Marijuana and for Production of MIP's.

THC will not sell any marijuana, MIPs, or marijuana products that have not already been tested by an Independent Testing Laboratory, in compliance with the testing protocols established by 935 CMR 500.160: Testing of Marijuana and Marijuana Products or 935 CMR 501.105(3): Requirements for Handling and Testing Marijuana and for Production of MIPs.

1. Medical-use marijuana or MIPs may be sold to Qualifying Patients or caregivers if it has been tested by an Independent Testing Laboratory registered at the time of sale to test medical use marijuana in compliance with M.G.L. c. 94I, and 935 CMR 501.000: Medical Use of Marijuana.
2. Marijuana or marijuana products may be sold to consumers if it has been tested by an Independent Testing Laboratory that is licensed at the time of sale to test adult use marijuana in compliance with 935 CMR 500.000: Adult Use of Marijuana.

The testing of all marijuana, or MIPs marijuana products will be tracked in the Seed-to-sale SOR.

No marijuana or marijuana products will be transferred to or accepted by any Marijuana Establishment ("ME") unless it has passed all required laboratory testing and the testing results are on file with the Marijuana Establishment. The ME must have the testing on file and in the case of adult use marijuana, the results are tracked in the Seed-to-sale SOR.

III. Laboratory Testing

THC has retained a Licensed Independent Testing Laboratory to test all marijuana batches and final marijuana products prior to packaging to ensure contaminant-free purity and correct dosage and potency. This lab, CDX Analytics is Accredited to International Organization for Standardization (ISO) 17025 by Perry Johnson Laboratory Accreditation, Inc. (PJLA), 755 W. Big Beaver, Suite 1325 Troy, Michigan 48084, a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and is licensed by the Commission.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and Pesticides
 - e. Bacteria
 - f. Fungi and;
 - g. Mycotoxins.

THC has also retained an independent environmental lab that tests our environmental media and water. This policy and procedure requires that:

1. THC maintains these results of all testing for no less than one year.
2. All Marijuana products will be transported to and from the lab, by the lab in accordance with the THC Transportation SOP and the Regulations, specifically 935 CMR 500.105(13).
3. THC will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
4. THC will arrange for testing to be conducted in accordance with the frequency required by the Regulations and sub-regulatory guidance.
5. Any and all excess marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to our facility for disposal or by the Independent Testing Laboratory disposing of it directly.

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

If a laboratory test result indicates that a THC marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), THC will:

1. Immediately segregate the production batch and evaluate next steps.
 - a. Using the flowchart below (*Actions in Response to Laboratory Analytical Results*), the CEO or designee will determine whether to:
 - i. Retest the Production Batch
 - ii. Remediate the Production Batch
 - iii. Dispose of Production Batch
2. If the test result indicates a contaminant level for pesticides that are above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above the THC CEO will:
 - a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
 - b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. In the case of any test result that indicates that a THC marijuana product sample has contaminant levels above the acceptable limits, the CEO and COO will conduct an assessment of the source of the contamination.

- a. This extensive assessment will include investigating all possible sources of contamination including source products and ingredients, environmental conditions and employee factors.
- b. The assessment should include a corrective action plan and be shared as a training tool with all production and processing agents.

VI. Quality Control- Sanitation Standard Operating Procedure (SSOP)

Facility

The Heirloom Collective, Inc. co-located Cultivation, and Product Manufacturing facility ("the facility") is designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product or food contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all cultivation, processing, production and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
 - a. The walls will be constructed with FRP panels which can be washed down.
3. The facility provides sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
4. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
5. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of infused or marijuana products, infused or marijuana products-contact surfaces or infused or marijuana products-packaging materials. Piping and conduit are at least 25 mm (2.5 cm) from the walls and ceilings.
6. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating marijuana products with clothing or personal contact.
7. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over production, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
 - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
 - b. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
 - c. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.

- d. Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
- 8. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
- 9. Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
 - a. Fans and other air-blowing equipment is operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
- 10. Hand-washing facilities are adequate and convenient and are furnished with running water at a suitable temperature.
 - a. Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands.
 - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
- 11. City water is provided for the facility's water supply. THC will have a RO system for all necessary cultivation and product manufacturing operations.
 - a. City water has been tested showing sufficient flow and pressure and has been tested in accordance with the Regulations.
 - b. RO water will be tested in accordance with the Regulations.
- 12. The facilities plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
 - a. Plumbing properly conveys sewage and liquid disposable waste from the facility.
 - b. There is no cross-connections between the potable and wastewater lines;
- 13. The facility is providing its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- 14. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

- 1. All entrance and exit doors to the facility are self-closing and rodent proof;
 - a. Our mantrap doors help prevent insects and microbial contaminants from entering the building when doors are in use;
 - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside; and

- c. Foot baths and sticky mats are strategically placed throughout the facility to collect pest and contaminants from footwear.
- 2. Employee and visitor gowning
 - a. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility; and
 - b. Visitors are required to secure personal belongings and don jumpsuits and disposable boot covers.
- 3. Training
 - a. All cultivation and product manufacturing employees are trained on pest prevention, pest management, pest detection, and pest treatments.
- 4. Traps for monitoring
 - a. Small sticky traps for monitoring of flying or airborne pest are posted, mapped and levels of any pest monitored/documented.
- 5. Handling and storage of marijuana product or marijuana plant waste
 - a. All marijuana plant waste will be placed in the “Marijuana Waste” container located in each cultivation and product manufacturing area.
 - i. This container is impervious and covered.
 - b. At the end of every day the “Marijuana Waste” container must be emptied, and the contents transferred to the Marijuana Waste Room.
 - c. All plant waste will be stored in the waste room in sealed containers until disposal.
- 6. Handling and storage of non-marijuana waste.
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:
 - i. Recyclable
 - ii. Organic
 - iii. Solid waste
 - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup or to be disposed.
- 7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are stored in an area away from production, processing and storage areas.

Sanitation

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

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. **Storage**- Separate dry and refrigerated storage facilities shall be utilized for raw ingredients and finished marijuana products.
 2. **Hand Washing**- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for food/product preparation or for washing equipment or utensils will not be used for handwashing.
 - b. Each handwashing sink provides hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than hand washing.
 3. **Toilet Room**- A toilet room is available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels are provided for hand washing in toilet rooms.
 4. **Manual Cleaning and Sanitizing**- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used;
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water.
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the ware wash sink.
 - f. An approved chemical test kit for determining sanitizer strength will be available and used.

g. Manual Ware washing Procedure

- i. Rinse, scrape, or soak all items before washing.
- ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Ware washing Monitoring Form.
- iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone, or water is dirty.
- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 3. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
 1. Air dry all items on a drainboard.
 2. Wash hands prior to returning to storage.

Ware washing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment.
- ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 3. Chlorine –50-99 ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing machine.
- vi. Reassemble the equipment.
- i. Food/Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - i. Pre-scrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.

- iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds.
 - v. Allow to air dry.
5. Mechanical Cleaning and Sanitizing- For mechanical cleaning and sanitizing of equipment and utensils, a commercial dishwasher using a sanitizing agent will be used.
- a. The dishwasher must effectively remove physical soil from all surfaces of dishes, equipment, and utensils.
 - b. The dishwasher will be installed and operated according to the manufacturer's instructions.
 - c. There will be sufficient area or facilities such as portable dish tubs and drain boards for the proper handling of soiled utensils prior to washing and of cleaned utensils after sanitization, so as not to interfere with safe food handling, hand washing, and the proper use of ware washing facilities. Equipment, utensils, and tableware shall be heat-dried or air-dried.
 - d. Mechanical Ware washing Procedure
 - i. Fill dish machine tanks prior to use, using the automatic filler.
 - ii. Run dish machine after being filled, but prior to being used, until it reaches 110°F.
 - iii. Check that soap and chemical sanitizer dispensers have enough products for the day's use.
 - iv. Scrape and rinse all items before placing them in the machine.
 - v. Load the dishwasher racks. Avoid overloading or improper loading.
 - vi. Place rack in the machine and close door. Check that the wash cycle is maintaining at least 120°F and runs for a minimum of 2 minutes.
 - vii. Record the temperatures for the wash and rinse cycles and the water pressure on the Chemical Dish Machine Monitoring Form.
 - viii. Temperatures and pressure should be at least:
 - 1. Wash -120°F and runs for a minimum of 2 minutes
 - 2. Rinse -75-120°F
 - 3. Minimum water pressure for final rinse should be at 15-25 psi
 - ix. Check sanitizer concentration using appropriate test strips.
 - x. Record the date, temperatures, water pressure, and sanitizer concentration and initial the entry on the Chemical Dish Machine Monitoring Form.

- xi. Run racks of trays, equipment, dishes and utensils through the dish machine.
- xii. Use clean hands, remove items from machine, and allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Lowell Board of Health.
 - b. THC will voluntarily comply with any and all isolation and/or quarantine orders issued by the Lowell Board of Health or the Department of Public Health.
 - c. THC Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. All THC Agents shall conform to sanitary practices while on duty, including
 - a. Maintain adequate personal cleanliness.

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing food/products or handling equipment.

- As often as necessary during food/product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working with raw foods/products and working with ready-to-eat or cooked foods/products.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when packaging products.
- v. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.

- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

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

Smoking, eating, and gum chewing:

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

HACCP- Hazard Analysis and Critical Control Point

THC will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the cultivation, processing, production and packaging of all marijuana products that THC will manufacture. THC will:

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

12. Establish record-keeping and documentation procedures (Principle 7)

Training

The Heirloom Collective, Inc. will provide training and training opportunities to all its employees. In addition to required training, THC will encourage advanced training to all employees in the areas of Food Safety, Good Manufacturing and Agricultural Practices, Safe Marijuana Extraction Processes and HACCP.

1. All cultivation and product manufacturing employees will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the production and processing of any food/product will be trained and certified in;
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
3. All cultivation employees will be trained in;
 - a. Good Agricultural Practices
4. Provide staff with at least bi-annual training on food safety, including food allergy awareness and HACCP.
5. Monthly in-service training.
6. Require all managers to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
7. Use outside resources, such as extension specialists, vendors, health department inspectors, or qualified trainers to provide food safety and HACCP training.
8. Observe staff to ensure they demonstrate food safety knowledge each day in the workplace.
9. Document the content of all training sessions and attendance.
10. File documentation in HACCP records.

VII. Sampling of Marijuana Products for Testing

This procedure applies to all Finished Marijuana Products and Cultivation Batches and Production Batches that is required to be tested in accordance with the Regulations.

Quality assurance is responsible for all product sampling to meet the compliance criteria. THC has contracted with CDX Analytics for the purposes of testing all of our marijuana products.

Frequency of Environmental Media Testing

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

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

1. Label
 - a. Label each Sample Container with the Production Batch ID, date and time of sampling, and sampler's initials.
2. Fill out the Chain of Custody (see sample below)
 - a. List the same info on the chain of custody
 - b. One sample ID goes on one line
 - c. Check the appropriate boxes
 - i. Make sure date and time stamp are filled in
3. Sampling
 - a. Heaping an adequately mixed and homogenized ground product into a square shape
 - b. Divide the heap into four equal quarters
 - c. Select samples from two of the opposite quarters, which are mixed and sampled
 - i. The remaining quarters will then be combined and mixed and used for microbiological and contaminant testing.
 - ii. Repeat the quartering process until the required quantity is obtained (CDX will inform MAC of the required sample size needed for each test.)

4. Storing Sample
 - a. Store samples in a cool, dry location until samples are picked up by a CDX Analytics courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.
6. All Testing samples will be recorded in the Metrc and BioTrack THC systems.

VIII. Sampling of Media for Testing

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

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

Quality assurance is responsible for all product sampling to meet the compliance criteria. THC has contracted with NET Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the *"Sampling Instructions for Massachusetts DPH Medical Marijuana Program"* form below from NET Labs.

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

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

IX. Sampling of Water for Testing

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

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. BeWell has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *"Protocol for sampling and analysis of environmental media for Massachusetts"*

Registered Medical Marijuana Dispensaries” THC will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the “Sampling Instructions for Marijuana Testing” form below from NET Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems. We will test our water for the following contaminants;

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

Collecting Water Samples

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

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

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

X. Quality Control (QC)

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

Sampling Instructions for Marijuana Testing

For a full suite of analyses on a water sample:

At each sample point, label one of each of the following bottles with the sample ID, date and time of sampling and sampler's initials:

1. One 1-L amber glass jar with no preservative
2. One 16-oz plastic bottle with no preservative
3. One 16-oz plastic jar, pre-preserved with HNO₃. Note: HNO₃ is nitric acid. Use caution when filling bottle.
4. Three sterile cups. Make sure each label has the sample ID and one of the three bacteria tests (TC, HPC, and FC). Each of these tests require an individual bottle.

Fill out the Chain of Custody with the same information as on the bottle labels. Note: One sample ID goes on one line. Each individual bottle does not require its own line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct.

At each sampling point, fill all six bottles **completely**. Do not touch the inside of the sterile cups or their caps or put the caps down on a dirty counter. Make sure all bottles are tightly capped and store inside a refrigerator at 4°C until samples are picked up by a NETLab courier.

For a full suite of analyses on a soil sample:

At each sample point, label one sandwich sized Ziploc or 8-oz glass jar with the sample ID, date and time of sampling and sampler's initials

Fill out the Chain of Custody with the same information as on the labels. Note: One sample ID goes on one line.

Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct.

At each sampling point, fill one container completely. Make sure containers are tightly sealed and store inside a refrigerator at 4°C until samples are picked up by a NETLab courier.

Please make sure you have scheduled your pickup to be on the same day as the sampling. Certain analyses MUST be completed within 8 hours of sampling time. Samples sitting for more than 8 hours cannot be analyzed.

If you have questions or concerns, please call Gretchen, Allie, or Mike during normal business hours at NETLab. 401-353-3420

NEW ENGLAND TESTING LABORATORY, INC. 59 Greenhill St., West Warwick, RI 02893 (401) 353-3420

[illegible]

Sample Chain of Custody form for Water Sampling

New England Testing Laboratory
59 Greenhill Street West Warwick, RI 02893
(401) 353-3420

Chain of Custody Record

[illegible]

Record Keeping Policy and Procedure Manual

The Heirloom Collective, Inc. (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Registered Marijuana Dispensary (“RMD”). This policy and procedure will summarize our Record Keeping Policies and Procedures which is compliant with both 935 CMR 500.000, 935 CMR 501 and 935 CMR 502 (“the Regulations”)

I. Intent

The Heirloom Collective, Inc. is committed to being compliant with the regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”).

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

II. Purpose

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

III. Access to the Commission

The Heirloom Collective, Inc. electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9), 935 CMR 502.105(9) and 935 CMR 501.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of the Regulations are subject to inspection.

IV. Types of Records (Adult Use)

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

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

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

- iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. Operating procedures as required by 935 CMR 500.130(5)
- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;

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

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

V. Types of Records (Medical Use)

THC records will be available for inspection by the Commission upon request. Written records that are required and are subject to inspection include, but are not limited to, all records required in any section of 935 CMR 501.000, in addition to the following

1. Security measures in compliance with 935 CMR 501.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. A description of the RMD's:
 - a. Hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 501.100(6)(d); and
 - b. Price list for marijuana, MIPs, and any other available products, and alternate price lists for patients with documented verified financial hardship as required by 935 CMR 501.100(1)(f);
4. Storage of marijuana in compliance with 935 CMR 501.105(4);
5. Description of the various strains of marijuana to be cultivated and dispensed, and the form(s) in which marijuana will be dispensed;
6. Procedures to ensure accurate recordkeeping, including inventory protocols and procedures for integrating a secondary electronic system with the Seed-to-sale SOR;
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 501.105(3)(b);
8. A staffing plan and staffing records in compliance with 935 CMR 501.105(9)(d)3.;
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained in accordance with 935 CMR 501.200;
12. A description of the RMD's patient education activities in accordance with 935 CMR 501.105(11);
13. The standards and procedures by which the RMD determines the price it charges for marijuana, and a record of the prices charged, including the RMD's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship without charge or at less than the market price, as required by 935 CMR 501.100(1)(f);
14. Written policies and procedures for the production and distribution of marijuana, which shall include, but not be limited to:
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories;
 - b. A procedure for handling voluntary and mandatory recalls of marijuana. Such procedure shall be adequate to deal with recalls due to any action initiated at the requestor order of the Commission, and any voluntary action by an RMD to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - c. A procedure for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. This procedure shall provide for written documentation of the disposition of the marijuana;
 - d. Policies and procedures for patient or personal caregiver home-delivery; and
 - e. Policies and procedures for the transfer, acquisition, or sale of marijuana between RMDs, and if applicable, Marijuana Establishments and CMOs.
15. A policy for the immediate dismissal of any RMD agent who has:

- a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; or
 - b. Engaged in unsafe practices with regard to operation of the RMD, which shall be reported to the Commission; and 935 CMR: CANNABIS CONTROL COMMISSION
- 16. A list of all board members and executives of an RMD, and members, if any, of the entity, must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the RMD's website.
- 17. Policy and procedure for the handling of cash on RMD premises including, but not limited to, storage, collection frequency, and transport to financial institution(s).
- 18. Operating procedures as required by 935 CMR 501.105(1);
- 19. Inventory records as required by 935 CMR 501.105(7);
- 20. Seed-to-sale tracking records for all marijuana and MIPs as required by 501.105(7)(e);
- 21. The following personnel records:
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each RMD agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the RMD and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 501.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. A copy of the application that the RMD submitted to the Commission on behalf of any prospective RMD agent;
 - vi. Documentation of periodic performance evaluations; and
 - vii. A record of any disciplinary action taken.
 - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d. Personnel policies and procedures; and
 - e. All CORI reports obtained in accordance with M.G.L. c. 6, § 172, 935 CMR 501.030(3), and 803 CMR 2.00: Criminal Offender Record Information (CORI);
- 22. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost; and

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

- e. Waste disposal records as required under 935 CMR 501.105(10)(b); and
- f. Following closure of an RMD, all records must be kept for at least two years at the expense of the RMD and in a form and location acceptable to the Commission.

Additional Records for Colocated Marijuana Operations (CMO)

The Heirloom Collective will maintain the following records as required in 935 CMR 502.000

1. A plan for maintaining records, including plans for separating financial records for adult-use products to ensure compliance with the applicable tax laws;
2. On a quarterly basis, THC will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months.
 - a. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, THC will submit a report to the Commission in a form determined by the Commission.
 - b. THC will perform audits of patient supply available on a weekly basis and retain these records for a period of six months.

Patient Records

A patient record will be established and maintained for each qualifying patient who obtains marijuana from the dispensary. All entries made to the qualifying patient record will be dated (date and time) and signed (electronically) by the authorized dispensary agent making the entry and will include the dispensary agent identification number. An entry within the patient record will be made to reflect each purchase, denial of sale, and educational materials provided. This data will also be analyzed to monitor the performance of the dispensary and improve the variety of services offered.

All systems accessed by dispensary agents will be password protected. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Executive Management Team. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

Incident Reporting

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

Plan for Restricting Access to age 21 and older

The Heirloom Collective, Inc. (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Registered Marijuana Dispensary (“RMD”). This Plan summarizes how THC will separate recreational from medical operations for our cultivation facility in Bernardston. This plan is compliant with 935 CMR 500.000, 935 CMR 501.000 and 935 CMR 502.000 (“the Regulations”).

I. Intent

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

II. Purpose

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

III. Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

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

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

IV. Responsibilities

The Heirloom Collective, Inc. management team and all employees are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations are over the age of 21.

V. Access to the Facility

The THC cultivation facility located in Bernardston, MA allows only the following individuals access to our facility.

1. THC Agents (including board members, directors, employees, executives, managers, or volunteers)
 - a. Must have a valid Agent Registration Card issued by the Commission

- b. All THC Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- 2. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge.
 - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times.
- 3. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to our Marijuana Establishment:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

Plan for Separating Recreational from Medical Operations

The Heirloom Collective, Inc. (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Registered Marijuana Dispensary (“RMD”). This Plan summarizes how THC will separate recreational from medical operations for our cultivation facility in Bernardston. This plan is compliant with 935 CMR 500.000, 935 CMR 501.000 and 935 CMR 502.000 (“the Regulations”).

I. Intent

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

II. Purpose

The purpose of this plan is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that there is separation between medical use of marijuana operations and recreational marijuana operations are in compliance with all regulations and laws.

III. General Requirements

As a Colocated Marijuana Operations (“CMO”) THC will comply with the requirements for physical and virtual separation of medical-use and adult use marijuana and marijuana products.

THC will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. THC will use plant or package tags in the Seed-to-sale SOR (METRC System) for this separation.

THC will attach plant tags to all marijuana clones and plants and attach package tags to all finished marijuana, MIPs and marijuana products and enter any remaining inventory, including seeds, into the Seed-to-sale SOR.

THC will also continue to use the BioTrack THC Seed to Sales System. We plan on integrating Leaf Logix with the Seed-to-sale SOR is approved by the Commission.

THC will only transfer product pursuant to 935 CMR 502.105(8)(b) from our Marijuana Establishment in Lowell.

IV. Inventory

Pursuant to 935 CMR 500.105(8)(g), as a Marijuana Establishment that is cultivating, processing and selling marijuana products for medical use as well as marijuana products for adult use, THC will create virtual separation of the products. Using the Leaf Logix seed to sale software system, THC will designate and track all marijuana and marijuana products as medical and adult use through the use of package tags in the Seed-to-sale SOR.

Pursuant to 935 CMR 500.140(10) THC will ensure that medical use of marijuana patients registered under 105 CMR 725.000 have access to the quantity and variety of marijuana products.

1. Marijuana products reserved by THC for patient supply will be maintained on site at our collocated facility.
2. For the first 6 months of operation, THC will reserve 35% of our inventory for medical use of marijuana patients. This will include 35% of each type and strain of marijuana and each type of marijuana products including oils, tinctures and edibles.
 - a. On a weekly basis, THC will conduct an audit of patient supply to access if a larger percentage of inventory should be held for patients.
 - i. This audit will be retained for no less than 6 months.
3. After THC has been open for a period of six months, an analysis of sales data will be conducted of all products sold to patients over the preceding 6 months.
 - a. Using this analysis THC will determine the amounts sufficient to meet the patient demand for marijuana products.

Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a quarterly basis, the THC will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, THC will submit a report to the Commission in a form determined by the Commission.

Marijuana products reserved for patient supply will be maintained on-site at the retail establishment. If our on-site supply of medical-use marijuana becomes low, we will immediately transfer product from our Cultivation/Product Manufacturing Establishment in Bernardston.

THC will perform audits of patient supply available on a weekly basis and retain these records for a period of six months.

If necessary, THC will transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety. If this situation occurs, THC will immediately replenish the medical-use marijuana from our Cultivation/Product Manufacturing facility inventory.

V. Reporting

THC will maintain and provide to the Commission on a biannual basis accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

The Heirloom Collective, Inc. Plan to Positively Impact Areas of Disproportionate Impact

Intent

The Heirloom Collective, Inc. (“HEIRLOOM”) is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment and the use of suppliers, contractors and partners who have been historically harmed by marijuana prohibition.

HEIRLOOM is approximately 6 miles away from Greenfield which has been designated as an “Area of Disproportionate Impact” by the Commission. It is our plan to engage employees, suppliers, contractors and other partners from Greenfield when possible.

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

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

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure that HEIRLOOM promotes and encourages full participation in HEIRLOOM operations by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities while supporting the company’s mission.

Plan for Positive Impact Populations (“Plan Populations”):

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Greenfield.
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

Plans

Employment Plan-

GOAL: Positively impact areas of disproportionate impact by providing good-paying jobs with benefits and to develop long-term career opportunities.

PROGRAMS FOR ACHIEVING GOALS:

Our goal is to hire ~15% of our employees that meet the criteria of the Plan Populations described above.

Hiring Priority-

1. Priority will be given to the following group:
 - a. Residents from areas of disproportionate impact, with an additional priority given to Greenfield residents;
 - b. Commission-designated Social Equity Program participants;
 - c. Massachusetts residents who have past drug convictions; and
 - d. Massachusetts residents with parents or spouses who have drug convictions.
2. We will engage with MassHire Franklin Hampshire Career Center which as a Massachusetts One Stop Career Center, Reliable Temps, Inc and Staffing Network, LLC. These organizations all serve the Greenfield population. HEIRLOOM will post all job posting through these organizations and will engage in job fairs and other services that are offered. Our Job Postings will all promote our hiring priority and encourage individuals who meet the criteria of our Plan Populations to apply.
 - a. We will hold at least one job fair within 2 months of receiving our Final License. The location of this job fair will be convenient to Greenfield residents and our hiring preference will be outlined in all advertising of the fair.
 - b. We expect to have another job fair within 6 months of the first job fair.
 - c. Subsequent job fairs will be held as needed.

MEASUREMENT AND ACCOUNTABILITY:

1 year from receipt of Final License, and annually thereafter HEIRLOOM, will produce a full report on all attempts to hire, actual hires, from where the hires came from, the hires training, pay, benefits, and advancement. This report will be made available to the Commonwealth of Massachusetts, the Town of Bernardston and the City of Greenfield. The data will also be used as an evolving tool for HEIRLOOM to determine the best hiring practices to reach our stated goals above. HEIRLOOM Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.

Suppliers, Contractors and Partners Plan-

HEIRLOOM will engage and contract with individuals who meet the Plan Populations outlined previously in this plan

GOAL: To positively impact areas of disproportionate impact by partnering with individuals and businesses whose owners or majority of its employees meet the Plan Populations outlined previously in this plan

PROGRAMS FOR ACHIEVING GOALS:

To the extent possible and reasonable, HEIRLOOM plans to utilize suppliers, contractors and other partners who meet the criteria outlined above. We will give preference to these individuals and businesses when choosing our partners.

1. It is our goal that ~15% of our vendors, contractors and builders will be sourced locally from Greenfield or whose owners or employees are individuals who qualify for the Commissions Social Equity Program.
2. HEIRLOOM will make reasonable efforts to identify and source Suppliers, Contractors and Wholesale Partners who meet the Positive Impact Population criteria.
 - a. Preference will be given to these individuals and businesses.
3. Priority for engaging and contracting with other Marijuana Establishments in wholesale relationships will be given to Marijuana Establishments that have attained Social Justice Leader rating from the Commission, Economic Empowerment priority applicants, or employ a majority of their employees that meet the Plan Populations outlined above.

MEASUREMENT AND ACCOUNTABILITY:

One year from receipt of Final License, and annually thereafter HEIRLOOM will produce an ongoing comprehensive report that details actions taken and outcomes achieved as related to the goals stated above. This ledger will be part of a report to be made available to the Commonwealth of Massachusetts, the Town of Bernardston and the City of Greenfield. HEIRLOOM Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.