



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281740  
Original Issued Date: 08/07/2020  
Issued Date: 08/07/2020  
Expiration Date: 08/07/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Hub Craft, LLC

Phone Number: 310-437-9985 Email Address: Howard@thehubcraft.com

Business Address 1: 25 Newport Street Business Address 2:  
Business City: Fitchburg Business State: MA Business Zip Code: 91775  
Mailing Address 1: 308 N. California Street Mailing Address 2:  
Mailing City: San Gabriel Mailing State: CA Mailing Zip Code: 91775

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100  
Role: Owner / Partner Other Role:  
First Name: Howard Mao Last Name: Tanyu Suffix:  
Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Howard Mao Last Name: Tanyu Suffix:

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

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Howard Owner Last Name: Tanyu Owner Suffix:

Mao

Entity Legal Name: Quality Green Pacific, LLC

Entity DBA:

Entity Description: Cannabis Manufacturing and Distribution Facility

Entity Phone: 310-437-9985

Entity Email:

Entity Website:

Howard@thehubcraft.com

Entity Address 1: 717 E. Gage Street

Entity Address 2:

Entity City: Los Angeles

Entity State: CA

Entity Zip Code: 90001

Entity Country: United States

Entity Mailing Address 1: 308 N. California Street

Entity Mailing Address 2:

Entity Mailing City: San

Entity Mailing State: CA

Entity Mailing Zip Code:

Entity Mailing Country: United

Gabriel

91775

States

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 25 Newport Street

Establishment Address 2:

Establishment City: Fitchburg

Establishment Zip Code: 01420

Approximate square footage of the Establishment: 55000

How many abutters does this property have?: 29

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community	THC HCA Certification.pdf	pdf	5d4d9602b0555e33d0bcf5fe	08/09/2019

Agreement					
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning_8.11.19.pdf	pdf	5d50501bb0555e33d0bcf8c7	08/11/2019	
Community Outreach Meeting Documentation	Comm Outreach Att Form with Attachments 2_Redacted.pdf	pdf	5d55b1ad385de033fc95fb2e	08/15/2019	

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.: \$

#### 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 PIP_Final_8.15.19.pdf	pdf	5d55a5cd17ec6d33f1154c89	08/15/2019
Other	letter Our Fathers House. The Hub Craft (002).pdf	pdf	5e7035f49a385038d9d86bfc	03/16/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Howard

Last Name: Tanyu Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE.pdf	pdf	5d4d9a4c0dc32e386aed02aa	08/09/2019
Secretary of Commonwealth - Certificate of Good Standing	Secretary of State Cert. of Good Standing.pdf	pdf	5d55a66a8595fb38875df004	08/15/2019
Articles of Organization	Articles of Organization and Certificate of Amendment.pdf	pdf	5e4de1b569dc9d0456dba2e0	02/19/2020
Bylaws	SignedThe Hub Craft Op. Agreement.pdf	pdf	5e4de1bd4fa2b004756a3107	02/19/2020

No documents uploaded

Massachusetts Business Identification Number: 001361100

Doing-Business-As Name:

DBA Registration City:

## BUSINESS PLAN

### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	THC Business Plan Newport Fitchburg 201908.pdf	pdf	5d5433d6ba4085341250a93d	08/14/2019
Proposed Timeline	PM Timeline.pdf	pdf	5e703617554b033566cccc48	03/16/2020
Plan for Liability Insurance	Liability Insurance Plan.pdf	pdf	5e7036a2bddf0438d21d89dc	03/16/2020

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	THC Unique Identifying Marks Used For Branding.pdf	pdf	5d55a6f4e230513892f845a6	08/15/2019
Separating recreational from medical operations, if applicable	Policy for Separating Recreational from Medical Operations.pdf	pdf	5d55a7116614633871926574	08/15/2019
Restricting Access to age 21 and older	Cultivation_Policy for Limiting Access to Age 21 and Older.pdf	pdf	5d55a726bc4ba7387cf51355	08/15/2019
Prevention of diversion	The Hub Craft Prevention of Diversion (cultivation).pdf	pdf	5d55a756d0f20f3403715ffb	08/15/2019
Storage of marijuana	Storage of Marijuana for Cultivation and Product Manufacturing.pdf	pdf	5d55a7696614633871926578	08/15/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5d55a77b8595fb38875df013	08/15/2019
Inventory procedures	THC Inventory Cultivation and Product Manuf.pdf	pdf	5d55a78d17ec6d33f1154c9e	08/15/2019
Quality control and testing	Quality Control and Product Testing.pdf	pdf	5d55a7a9a442c833e606c0f2	08/15/2019
Dispensing procedures	The Hub Craft Policy for Dispensing (cultivation site).pdf	pdf	5d55a7dccfc708389d725208	08/15/2019
Personnel policies including background checks	THC Personnel Policies including background checks.pdf	pdf	5d55a803e230513892f845b0	08/15/2019
Record Keeping procedures	THC Record Keeping Procedure.pdf	pdf	5d55a811cfc708389d72520c	08/15/2019
Maintaining of financial records	Maintenance of Financial Records Policy and Procedure.pdf	pdf	5d55a82754bcfa38af037486	08/15/2019
Qualifications and training	The Hub Craft Qualifications and Training Policy and Procedure.pdf	pdf	5d55a851bc4ba7387cf5135d	08/15/2019
Security plan	Security Plan Final_v2.0.pdf	pdf	5e7036c6961ad539052ba3f3	03/16/2020
Types of products Manufactured.	Products to be Manufactured.pdf	pdf	5e703a212b97cf38fa371fd1	03/16/2020
Method used to produce products	Methods Used to Produce Products.pdf	pdf	5e703e7db7c619391b8b5b7d	03/16/2020
Diversity plan	THC Diversity and Inclusion Plan_V2.0.pdf	pdf	5e73e1162b97cf38fa372a8e	03/19/2020
Types of products Manufactured.	THC Plan to obtain marijuana.pdf	pdf	5e73e3345f1da0353e2afdf3	03/19/2020

## ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

#### HOURS OF OPERATION

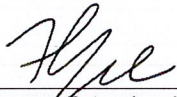
Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

## 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

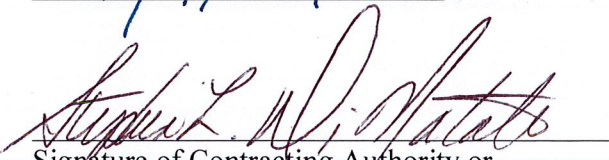
I, Howard Mao Natividad Tanyu, (*insert name*) certify as an authorized representative of The Hub Craft, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Fitchburg (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 9, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Stephen L. DiNatale, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Fitchburg (*insert name of host community*) to certify that the applicant and The City of Fitchburg (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on May 9, 2019 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

# **The Hub Craft, LLC**

## **Plan to Remain Compliant with Local Zoning**

### **Purpose**

The purpose of this plan is to outline how The Hub Craft, LLC will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 25 Newport, in Fitchburg, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### **Background**

Our location 25 Newport Street, Fitchburg, MA, is an existing industrial building and under Fitchburg's Zoning Ordinance §181.65, Marijuana Establishments are permitted in the Industrial Zoning District, and the Property is located within the Industrial District.

The Hub Craft received its special permit for Marijuana cultivation and product manufacturing on May 8, 2019.

The Hub Craft is compliant with all required setbacks and has an executed Host Community Agreement with the City of Fitchburg.

### **Plan:**

The Hub Craft, LLC is currently fully compliant with the requirements outlined in the Ordinance and in the special permit requirements. It is the intention of The Hub Craft to remain compliant with all relevant local codes, and ordinances applicable to a Marijuana Retail Establishment.

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



## 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, Howard Mao Natividad Tanyu, (*insert name*) attest as an authorized representative of The Hub Culture, LLC 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 Wednesday, February 13, 2019 at 6:30 PM.
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 4, 2019, 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 Friday, February 1, 2019 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 Friday, February 1, 2019, 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.

## ATTACHMENT A

**The Hub Culture, LLC  
Community Outreach  
Public Notice  
January 28, 2019  
Dear Abutter**

Notice is hereby given that  
a Community Outreach  
Meeting for The Hub  
Culture, LLC, a proposed  
Marijuana Establishment,  
is scheduled for February  
13th at 6:30PM at the 25  
Newport Street, Fitchburg,  
MA 01420. The Hub  
Culture is proposing to  
locate a Marijuana  
Cultivation, and Marijuana  
Product Manufacturing  
Facility at its anticipated  
location at 25 Newport  
Street in Fitchburg. The  
Hub Culture is not  
proposing a retail  
facility. For more  
information regarding  
Marijuana License types  
go to: [http://  
mass-cannabis-  
control.com  
/wp-content/  
uploads/2018/  
04/Guidance-License-  
Types.pdf](http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf)  
There will be an  
opportunity for the public  
to ask questions.  
Thank you, The Hub  
Culture, LLC

February 1, 2019

## ATTACHMENT B

**The Hub Culture, LLC**

**Community Outreach Public Notice**

Mayor Stephen L. DiNatale  
City of Fitchburg  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

January 28, 2019

Notice is hereby given that a Community Outreach Meeting for The Hub Culture, LLC, a proposed Marijuana Establishment, is scheduled for February 13<sup>th</sup> at 6:30PM at the 25 Newport Street, Fitchburg, MA 01420. The Hub Culture is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its anticipated location at 25 Newport Street in Fitchburg. The Hub Culture is **not** proposing a retail facility.

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

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

Thank You,

The Hub Culture, LLC

cc:

Ms. Anna M. Farrell, City Clerk  
City of Fitchburg Planning Board  
City of Fitchburg City Council

## ATTACHMENT C



**The Hub Culture, LLC**

**Community Outreach Public Notice**

January 28, 2019

Dear Abutter,

Notice is hereby given that a Community Outreach Meeting for The Hub Culture, LLC, a proposed Marijuana Establishment, is scheduled for February 13<sup>th</sup> at 6:30PM at 25 Newport Street, Fitchburg, MA 01420. The Hub Culture is proposing to locate a Marijuana Cultivation and Marijuana Product Manufacturing facility at its anticipated location at 25 Newport Street in Fitchburg. The Hub Culture is **not** proposing a retail facility.

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

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

Thank You,

The Hub Culture, LLC

Address	Owner	Address	City	State	Zip
25 NEWPORT ST			FITCHBURG	MA	01420
18 NEWPORT ST			FITCHBURG	MA	01420
0 SHERIDAN ST			FITCHBURG	MA	01420
12 NEWPORT ST			FITCHBURG	MA	01420
10 NEWPORT ST			FITCHBURG	MA	01420
6 NEWPORT ST			FITCHBURG	MA	01420
4 NEWPORT ST			FITCHBURG	MA	01420
0 ROSE ST			WEST HAMPTON	NH	03842
116 MELROSE ST			FITCHBURG	MA	01420
54 AIRPORT RD			BUCKEYE	AZ	85396
17 NEWPORT ST			FITCHBURG	MA	01420
7 NEWPORT ST			FITCHBURG	MA	01420
3 NEWPORT ST			MILTON	MA	02186
101 MELROSE ST			FITCHBURG	MA	01420
65 AIRPORT RD			STERLING	MA	01564
61 AIRPORT RD			MORRISTOWN	MA	07960
95 MELROSE ST			FITCHBURG	MA	01420
75 MELROSE ST			ASHBY	MA	01431
68 AIRPORT RD			WALTHAM	MA	02454
101 AIRPORT RD			LUNENBURG	MA	01462
0 AIRPORT RD			FITCHBURG		01420
123 AIRPORT RD			LUNENBURG	MA	01462
0 AIRPORT RD			FITCHBURG	MA	01420
158 AIRPORT RD			FITCHBURG	MA	01420
0 INTERVALE RD			FITCHBURG	MA	01420
139 INTERVALE RD			FITCHBURG	MA	01420
135 INTERVALE RD			FITCHBURG	MA	01420
65 INTERVALE RD			FITCHBURG	MA	01420
0 INTERVALE RD			FITCHBURG	MA	01420



AC3, LLC  
14 Ferry Lots Lane  
Salisbury, MA 01952

AC3, LLC  
14 Ferry Lots Lane  
Salisbury, MA 01952

AC3, LLC  
14 Ferry Lots Lane  
Salisbury, MA 01952



Mr. [REDACTED]  
[REDACTED] Street  
Fitchburg, MA 01420

AC3, LLC  
14 Ferry Lots Lane  
Salisbury, MA 01952



Mr. Paul Fontaine, Jr., Vice Chair  
Fitchburg Planning Board  
610 Main Street  
Fitchburg, MA 01420



## **The Hub Craft, LLC**

### **Plan for Positive Impact of Areas of Disproportionate Impact**

The Hub Craft, LLC (“THC”) is planning to operate a co-located (Cultivation, and Product Manufacturing) Marijuana Establishment at 25 Newport Street. This Plan summarizes how THC will provide opportunities and make a positive impact to areas of disproportionate impact, as defined by the Commission. This plan is compliant with 935 CMR 500.000 (“the Regulations”).

#### **Intent**

THC is privileged to help residents of Fitchburg experience a positive impact from the operation of our cultivation facility. The City of Fitchburg is one of 29 communities designated as “areas of disproportionate impact” meaning these towns have been disproportionately affected by cannabis prohibition and enforcement. Our plan with the accompanying goals, programs and measurements is specifically designed to provide opportunities for residents of the City of Fitchburg.

THC 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 THC will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

The organization named in our Community Service Partner Program has been contacted and is willing to accept the donations that we intend to provide. (See supporting documentation included with this Plan)

#### **Company Goals for Positive Impact**

1. Create jobs for Fitchburg residents with a compensation structure, employee benefit package and growth opportunities that provide a living wage and encourage consumer spending.
2. Partner with an established community organization that provides direct social services to Fitchburg Residents.

#### **Goal 1: Employment Program**

Expanding opportunities for gainful employment is a key driver in helping communities disproportionately affected by cannabis prohibition. Quality jobs that pay above minimum wage and offer benefits assist individuals and families in breaking cycles of poverty and incarceration. The company’s cultivation facility plans to positively impact Fitchburg employment with the following programs:

1. Recruitment and hiring will offer preference to past or present residents of the geographic areas of disproportionate impact, specifically the City of Fitchburg.
2. Postings will be listed on multiple websites including the MassHire North Central Career Center which services the City of Fitchburg.
3. Our Job postings will outline our hiring preference for Fitchburg Residents and encourage

Commission-designated Social Equity Program participants, Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions to apply for these positions. Job postings will include a statement of encouragement for such applicants as legally permissible.

4. THC will participate in job fairs and workshops hosted by the MassHire North Central Career Center.
  - Our first job fair will take place 60 days prior to the date of our expected Final License
  - We expect a second job fair will be held 90 days after we begin operations
  - Subsequent job fairs will be held as needed
5. Employees working at least 30 hours per week or 130 hours per month are eligible to participate in an employer-sponsored healthcare plan. Similarly, paid vacation and sick benefits are available to 30+ hour employees.

### **Employment Program Measures**

The cultivation facility is expected to employ 20-30 individuals when fully operational. Program evaluation metrics from the company's Human Resources management database will be evaluated quarterly with the following metrics reported to management:

1. At least 70% of our employees will be:
  - a. Current or past residents of the City of Fitchburg or any of the other 29 cities designated as areas of disproportionate impact;
  - b. Commission-designated Social Equity Program participants;
  - c. Massachusetts residents who have past drug convictions; or
  - d. Massachusetts residents with parents or spouses who have drug convictions.

60 days prior to license renewal and annually thereafter THC, 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 outline the number and percentage of THC Employees who meet the criteria outlined above and will be made available to the Commonwealth of Massachusetts and the City of Fitchburg. The data will also be used as an evolving tool for THC to determine the best hiring practices to reach our stated goals above. THC Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.

### **Goal 2: Community Service Partner Program**

Upon receipt of our Provisional License, The Hub Craft will establish an advisory board within the Company called the Community Relations Board ("CRB"). The CRB will be comprised of a board of at least three (3) individuals who are residents of the City and any number of other individuals who may be residents or nonresidents of the City. The Fitchburg Mayor will be asked to recommend City residents to serve on the board. The CRB shall meet to identify City needs and local charities and to make gifts or grants as not less than twice per calendar year. The CRB will identify local charities or charitable purposes as recipients of a gift or grant of funds, goods and/or services by The Hub Craft, to benefit local charities or to contribute to

addressing the City's needs.

Prior to the forming of the CRB The Hub Craft has identified Our Father's House, Inc as its first community partner. Our Father's House is a private, non-sectarian agency providing shelter and related services to homeless men, women and children. Rooted in Judeo Christian values - which means that every man, woman and child is created equal and should be treated that way - they emphasize the dignity of the individual, and through our programs encourage and assist each guest to become self-sufficient. A related mission is to educate the public concerning the problem of homelessness and further to advocate possible solutions.

Our Father's House is working on permanent solutions to homelessness by providing a progression of emergency shelter and support when needed; transitional and permanent housing when possible and practical; and individual support and guidance to encourage and assist our clients in becoming self-sufficient. They offer a comprehensive set of services aimed at getting people off the street where they can be safe and then we work closely with them and service providers to help them become self-sufficient.

### **Community Service Measures**

1. In year one (1), THC will make a minimum \$15,000 donation to Our Father's House, Inc. to support the service programs that they offer to Fitchburg residents.
  - a. In year 2 and ongoing the CRB will identify Fitchburg charities or charitable purpose to receive a minimum of \$15,000 donation.
2. Each 30+ hour employee with 3+ months company tenure will receive 10 hours of paid volunteerism to assist Our Fathers House. We expect to deliver at least 140 paid volunteer hours in our first year.

60 days prior to license renewal and annually thereafter THC, will produce a full report of the charities and charitable purposes identified by the CRM along with a report of all monetary donations and hours of paid volunteerism. This report will be made available to the Commonwealth of Massachusetts and the City of Fitchburg.





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

mass.gov/dor

Letter ID: L0086064000  
Notice Date: June 18, 2019  
Case ID: 0-000-822-194



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HOWARD TANYU  
THE HUB CRAFT LLC  
25 NEWPORT ST  
FITCHBURG MA 01420-6504

### ***Why did I receive this notice?***

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

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

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

### ***What if I have questions?***

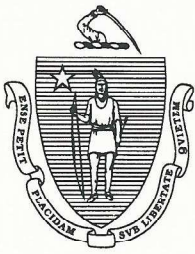
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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

July 17, 2019

TO WHOM IT MAY CONCERN:

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

**THE HUB CRAFT, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 31, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**HOWARD MAO NATIVIDAD TANYU**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **HOWARD MAO NATIVIDAD TANYU, STEPHEN CHAISSON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HOWARD MAO NATIVIDAD TANYU**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

**Identification Number:** 001361100

**The date of filing of the original certificate of organization:** 12/31/2018

**1.a. Exact name of the limited liability company:** THE HUB CULTURE, LLC

**1.b. The exact name of the limited liability company as amended, is:** THE HUB CRAFT, LLC

**2a. Location of its principal office:**

No. and Street: 200 SPECTRUM CENTER DR.  
SUITE 300

City or Town: IRVINE State: CA Zip: 92694 Country: USA

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

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: STEPHEN CHAISSON

No. and Street: 14 FERRY LOTS LANE

City or Town: SALISBURY State: MA Zip: 01952 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	HOWARD MAO NATIVIDAD TANYU	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	STEPHEN CHAISSON	14 FERRY LOTS LN SALISBURY, MA 01952 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	HOWARD MAO NATIVIDAD TANYU	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

THE COMPANY IS CHANGING ITS NAME TO THE HUB CRAFT, LLC FOR MARKETING PURPOSES. BRIAN ARANDEZ AND HUNTER SLAY HAVE LEFT THE COMPANY AND ARE BEING REMOVED.

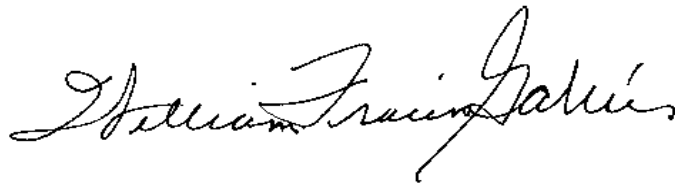
**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of March, 2019,**  
**STEPHEN CHAISSON , Signature of Authorized Signatory.**

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:

March 02, 2019 09:29 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001361100

**1. The exact name of the limited liability company is:** THE HUB CULTURE, LLC

**2a. Location of its principal office:**

No. and Street: 200 SPECTRUM CENTER DR.

SUITE 300

City or Town: IRVINE State: CA Zip: 92694 Country: USA

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

No. and Street: 25 NEWPORT STREET

City or Town: FITCHBURG State: MA Zip: 01420 Country: USA

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

TO APPLY FOR ONE OR MORE LICENSES FROM THE MASSACHUSETTS CANNABIS CONTROL COMMISSION.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: STEPHEN CHAISSON

No. and Street: 14 FERRY LOTS LANE

City or Town: SALISBURY State: MA Zip: 01952 Country: USA

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address (no PO Box)</b> Address, City or Town, State, Zip Code
MANAGER	BRIAN ARANDEZ	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA
MANAGER	HUNTER SLAY	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA
MANAGER	HOWARD MAO NATIVIDAD TANYU	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA

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



managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	HOWARD MAO NATIVIDAD TANYU	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA
REAL PROPERTY	HUNTER SLAY	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA
REAL PROPERTY	BRIAN ARANDEZ	200 SPECTRUM CENTER DR. IRVINE, CA 92694 USA

**9. Additional matters:**

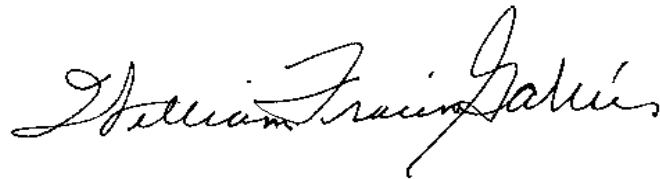
**SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of December, 2018,**  
**STEPHEN CHAISSON**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 31, 2018 04:41 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# **LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF THE HUB CRAFT, LLC**

PURSUANT TO CHAPTER 156C – LIMITED LIABILITY COMPANY ACT

FORMED IN THE STATE OF MASSACHUSETTS

This Agreement, entered into on March 2, 2019, is a OPERATING AGREEMENT, entered into by and between THE HUB CRAFT, LLC, a Massachusetts LLC (the “Company”) the Members of the Company as set forth in Exhibit A, attached hereto (the “Members”).

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

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

## **1. Name and Principal Place of Business**

The name of the Company shall be THE HUB CRAFT, LLC. The principal place of business of the Company shall be at 25 Newport Street, City of Fitchburg, in the State of Massachusetts or at such other place of business as the Members shall determine.

## **2. Formation**

The Company was formed on December 31, 2018, when the Articles of Organization were filed with the office of the Secretary of State of the State of Massachusetts pursuant to the statutes governing limited liability companies in the State of Massachusetts (the “Statutes”). The name of the Company was amended on March 2, 2019.

## **3. Purpose**

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Members in their discretion shall determine.

## **4. Term**

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

Each Member has contributed the following capital amounts to the Company as set forth in Exhibit “A” attached hereto.

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

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

## 5. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

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

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth in Exhibit "A" attached hereto.

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital

transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

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

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

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

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

## **6. Books, Records and Tax Returns**

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

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

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within

seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

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

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

#### 7. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Members. Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

#### 8. Management of the Company

The business and affairs of the Company shall be conducted and managed by a Manager, or management entity, in accordance with this Agreement and the laws of the State of Massachusetts.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by Manager with the consent of Members holding a majority of the Members' Percentage Interests.

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



The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

### Meetings of Members

The annual meeting of the Members shall be held on March 3 at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

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

Special meetings of the Members, for any purpose or purposes, may be called by any 2 Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

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

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the

meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

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

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

#### Assignment of Interests

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

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

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

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

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel

satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

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

#### Right of First Refusal

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

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

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

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

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

#### Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the majority vote or consent of the Members.

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

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

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

#### Withdrawal Events

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

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

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

such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

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

#### 9. Dissolution and Liquidation

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

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members’ Percentage Interests (the “Liquidating Agent”). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

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

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in

escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

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

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

#### 10. Representations of Members

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

#### 11. Certificates Evidencing Membership

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

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of The Hub Craft, LLC, dated effective as of March 2, 2019, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

#### 12. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return

receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

### 13. Arbitration

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

### 14. Amendments

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

### 15. Miscellaneous

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

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

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


This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

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


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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 2nd day of  
March, 2019.

THE HUB CRAFT, LLC

By:   
Howard Mao Natividad Tanyu  
Manager

MEMBERS

  
Howard Mao Natividad Tanyu



## EXHIBIT A

<b>Member</b>	<b>Capital Contribution</b>	<b>Membership %</b>
Howard Mao Natividad Tanyu 200 Spectrum Center D. Irvine, CA 92694		100%



# THE HUB CRAFT

## Fitchburg Project

### Project Overview

The Hub Craft LLC, a Massachusetts LLC, will manage the design, construction and operation of a Marijuana Cultivation and Manufacturing Entity in the city of Fitchburg. The scope includes:

- *Managing* the construction of site improvements on a 55,000 SF steel frame building on Newport St. for the cultivation of cannabis and the extraction of cannabinoids for recreational use. The site improvements are designed to protect the crop from the challenging Massachusetts climate and maintain an ideal growing environment.
- *Designing and Deploying* a cultivation lab with a sustainable Living Soil grow system that produces plants that adapt to the challenges of an indoor grow environment with minimal assistance from additives and no chemical pest control.
- *Designing and Deploying* an extraction and distillation lab that specializes on full spectrum extractions.
- *Training* the local talent with the skills needed to operate the facility, as well as thrive in the cannabis industry. This involves working with the local municipality to develop training programs with educational institutions.
- *Marketing* to the people we seek to serve.



## Mission & Vision

We believe that the key to recreational enjoyment is art, and that there is artistry in the cultivating and distilling of cannabis.

We believe in producing cannabis products for the purists. The same purists who seek single malt whiskey, drink hazy IPA, and wrinkle their nose at artificially flavored vodka and medicated fruit juice. Purists who demand the unadulterated expression of the product they seek to experience.

We believe that if we delight this market, we will be rewarded with the attention, affiliation, and advocacy of an audience that is passionate and loud.

Our goal is to craft an experience with a predictable impact on the body, and a wonderful impact on the senses.

We believe that we can do this by producing good crop, extracted into cartridges that express its natural flavors; using horticultural and manufacturing techniques that surpass the standards; then packaged to celebrate the crop's variety and vintage, and sets expectations for the flavor profile and psychoactive content.

We believe we can sustain this through strong margins, which we use to strengthen the community through educational programs that train artisans to further elevate the market.

## Assumptions

- The price of cannabis in Massachusetts will continue to go down year over year until it reaches prices similar to California.
- The audience for "Craft Cannabis" has the same passion and fanaticism as the audience that seeks out craft beer. If we delight this audience, then their advocacy will increase our reach.



## Products

- Full Spectrum Cartridges – vape cartridges extracted from a single varietal and a single harvest.
- Organic Dried Flower – dried cannabis flowers grown with organic methods in living soil.

## Alternatives

Even the best laid out plans can fail. If we don't succeed in growing our own brand, we will partner up with existing brands that will white label our products. The existing margins in the cannabis industry will extend our runway and allow us to explore other markets.

## Construction Costs

### Capital Expense Breakdown

Security	\$ 166,300.00
Chiller HVAC	\$ 2,669,500.00
Construction	\$ 4,017,800.00
Permits	\$ 25,000.00
LED Grow Lights	\$ 712,800.00
High Density Racks	\$ 579,200.00

### Total Capital Expenses

**\$ 8,170,600.00**

### Operations Expenses until 1<sup>st</sup> harvest

**\$ 996,000.00**



## Project Timeline for Construction

See attached Gantt Chart.

## Financial Projections

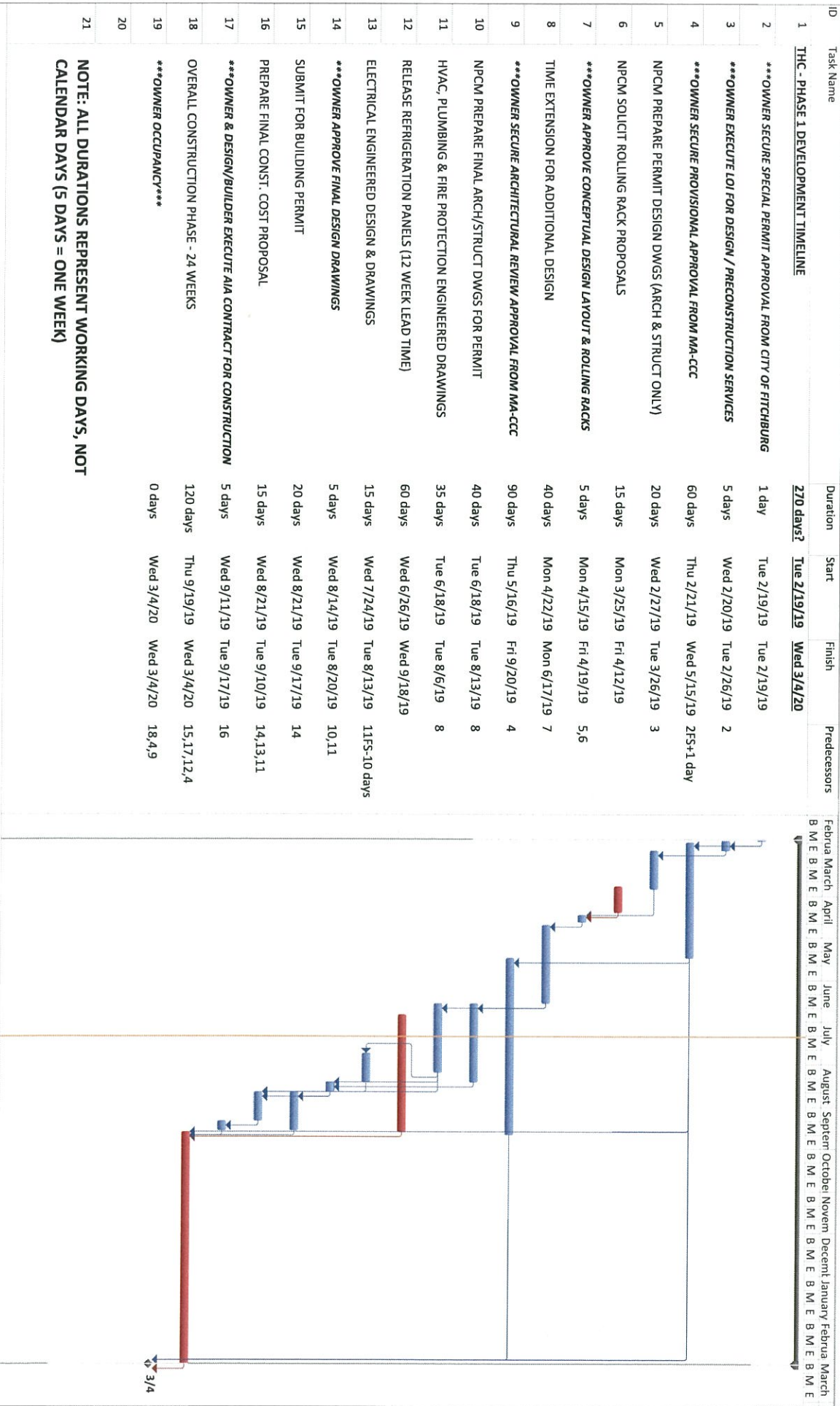
See attached Financial Projections.



HUDSON, NH | 603.546.2000  
www.northpointcm.com

**Development Schedule**  
**The Hub Culture - Phase 1**  
**25 Newport Street, Fitchburg MA**

REVISED July 12, 2019



NOTE: ALL DURATIONS REPRESENT WORKING DAYS, NOT CALENDAR DAYS (5 DAYS = ONE WEEK)

## Fitchburg Balance Sheet

	Q2 - Q4 2019	FY 2020	FY 2021	FY 2022	Q1 2023
<b>ASSETS</b>					
Current Assets					
Cash	2,580,849	10,658,350	33,407,585	53,630,610	58,165,603
Materials					
Inventory					
Property & Equipment					
Buildout	8,391,451	8,557,790	8,557,790	8,557,790	8,557,790
Extraction Equipment		-	-	-	-
<b>TOTAL ASSETS</b>	<b>10,972,300</b>	<b>19,216,140</b>	<b>41,965,375</b>	<b>62,188,400</b>	<b>66,723,392</b>
<b>LIABILITIES AND EQUITY</b>					
Debt	-	-	-	-	-
<b>Total Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Equity					
Owner's Investment	10,972,300	10,972,300	10,972,300	10,972,300	10,972,300
Retained Earnings		-	8,243,840	30,993,075	51,216,100
Net Income	-	8,243,840	22,749,235	20,223,025	4,534,993
<b>Total Equity</b>	<b>10,972,300</b>	<b>19,216,140</b>	<b>41,965,375</b>	<b>62,188,400</b>	<b>66,723,392</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>10,972,300</b>	<b>19,216,140</b>	<b>41,965,375</b>	<b>62,188,400</b>	<b>66,723,392</b>

Note: Prepared on a cash basis

# Fitchburg Profit and Loss

	Q2 - Q4 2019	FY 2020	FY 2021	FY 2022	Q1 2023	Total
Income						
Sales	-	13,104,000	30,692,480	28,304,640	6,552,000	78,653,120
COGS	-	-	-	-	-	-
Gross Profit	-	13,104,000	30,692,480	28,304,640	6,552,000	78,653,120
Expenses						
Rent	-	(605,000)	(660,000)	(660,050)	(165,015)	(2,090,065)
Marketing + distribution	-	(37,800)	(50,400)	(50,400)	(12,600)	(151,200)
Building Manager / Scheduler	-	(33,600)	(50,400)	(50,400)	(12,600)	(147,000)
Packers + Loaders x2	-	(37,800)	(75,600)	(75,600)	(18,900)	(207,900)
Reception	-	(17,640)	(35,280)	(35,280)	(8,820)	(97,020)
Data Entry	-	(17,640)	(35,280)	(35,280)	(8,820)	(97,020)
Packaging x4	-	(65,520)	(131,040)	(131,040)	(32,760)	(360,360)
Executive Assistant	-	(17,640)	(35,280)	(35,280)	(8,820)	(97,020)
Grow Hands	-	(709,920)	(1,101,600)	(1,101,600)	(275,400)	(3,188,520)
Lead Growers	-	(351,000)	(540,000)	(540,000)	(135,000)	(1,566,000)
Trimmers	-	(343,980)	(936,390)	(1,089,270)	(275,184)	(2,644,824)
Security Personnel	-	(881,280)	(1,399,680)	(1,399,680)	(349,920)	(4,030,560)
Workers comp est	-	(251,382)	(439,095)	(454,383)	(113,882)	(1,258,742)
Utilities	-	(685,916)	(1,071,744)	(1,071,744)	(267,936)	(3,097,340)
Host Agreement	-	(175,050)	(398,656)	(368,808)	(85,650)	(1,028,164)
Nutrients	-	(628,992)	(982,800)	(982,800)	(245,700)	(2,840,292)
Total Expenses	-	(4,860,160)	(7,943,245)	(8,081,615)	(2,017,007)	(22,902,028)
Net Operating Income	-	8,243,840	22,749,235	20,223,025	4,534,993	55,751,092
Other Expenses						
State Taxes	-	-	-	-	-	-
City Taxes	-	-	-	-	-	-
Total Other Expenses	-	-	-	-	-	-
Net Income	-	8,243,840	22,749,235	20,223,025	4,534,993	55,751,092

Note: Prepared on a cash basis



# The Hub Craft Plan for Obtaining Liability Insurance

(This document is a summary of The Hub Craft Plan to obtain Liability Insurance.)

## **Purpose**

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

## **Research**

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

## **Plan**

1. Once The Hub Craft receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experience in the legal marijuana industry.
  - a. The Hub Craft will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
  - b. The deductible for each policy shall be no higher than \$5,000 per occurrence.
2. In the event The Hub Craft cannot obtain the required insurance coverage, The Hub Craft will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
  - a. The Hub Craft will replenish this account within ten business days of any expenditure.
3. The Hub Craft 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 up request.

# Policy for Separating Recreational from Medical Operations

**Not Applicable**

(The Hub Craft, LLC is not a Medical Marijuana Treatment Center or Existing RMD Applicant)

# The Hub Craft Policy for Restricting Access to Age 21 and Older (Cultivation)

## Intent

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The Hub Craft Cultivation operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNCB") or any other regulatory agency.

## Purpose

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

## Definitions

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**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**.

## Responsibilities

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The Hub Craft Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of The Hub Craft are over the age of 21.

## Access to the Facility

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The Hub Craft cultivation facility allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by The Hub Craft for the transportation of Marijuana:

1. The Hub Craft Agents (including board members, directors, employees, executives, managers, or volunteers)

- a. Must have a valid Agent Registration Card issued by the Commission
  - b. All The Hub Craft 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 a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - ii. Representatives of other state agencies of the Commonwealth; and
    - iii. Emergency responders in the course of responding to an emergency.
    - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - b. Individuals described above in this policy will be granted immediate access to the facility.

# Policy for Quality Control and Testing of Marijuana and Marijuana Products

(This document is a summary of the Policy and Procedure for Quality Control and Testing of Marijuana and Marijuana Products that The Hub Craft plans to implement once licensed. This plan may be amended once the design and buildout of our facility is complete)

## Intent

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

To provide clear and concise instructions for The Hub Craft employees on Quality Control and Testing that are in compliance with the Regulations

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

The Hub Craft will also implement an industry standard, robust Integrated Pest Management ("IPM") program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of The Hub Craft Cultivation Facility. The Hub Craft uses best industry practices when it comes to quality control and product testing.

## General Requirements

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

All Products that The Hub Craft will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy.

The Hub Craft will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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

The Hub Craft will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2)

The Hub Craft will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. The Hub Craft will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. The Hub Craft understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

## Definitions

---

**Cultivation Batch** means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana

licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

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

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

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

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) hemp; or
- (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

**Marijuana Products** means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

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

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

**Quality Control- Sanitation Standard Operating Procedure (SSOP)**

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## **Facility**

The Hub Craft Cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - a. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
3. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
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 marijuana products or marijuana products-packaging materials. Piping and conduit is 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 infused or marijuana products or infused or marijuana products- contact surfaces 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 cultivation, 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 will be 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 shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
10. Hand-washing facilities will be adequate and convenient and shall be 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. The facility water supply comes from the City of Lowell municipal water supply and is sufficient for necessary operations.
- 12. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - b. There will be no cross-connections between the potable and waste water lines;
- 13. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
- 14. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

- 1. All entrance and exit doors to the facility will be self-closing and rodent proof;
  - a. Air curtains will 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
  - c. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware
- 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
  - b. Visitors are required to secure personal belongings and done jump suits and disposable boot covers
- 3. Training
  - a. All employees will be 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 shall be 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 processing area.
    - i. This container must 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
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be 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 storage rooms will be utilized for finished marijuana products
  2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
    - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
    - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
    - c. Handwashing sinks will be 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 handwashing
  3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
  4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a 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 warewash sink.

- f. An approved chemical test kit for determining sanitizer strength will be available and used.
- g. Manual Warewashing 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 Warewashing 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.
      - a. 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.

### Warewashing 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 –50-99ppm 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. Re-assemble the equipment.
- i. 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. Prescrape surface to remove gross soils.
  - ii. Wash surface with recommended strength solution of pot & pan detergent.
  - iii. Rinse with water and wipe dry.
  - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
    - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
  - v. 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. The Hub Craft 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. The Hub Craft 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 The Hub Craft Agents shall conform to sanitary practices while on duty, including
  - a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.
  - As often as necessary during cultivation or product preparation when contamination occurs.
  - In the restroom after toilet use and when you return to your work station.
  - When switching between working areas
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.
  - After eating or drinking.
  - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
  - Do not wear apron or lab coat to and from work.
  - Take off apron or lab coat before using the restroom.
  - Remove apron or lab coat when leaving the production or processing area.

- Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products
- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

**Hair Restraints and Jewelry:**

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

**Cuts, Abrasions, and Burns:**

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

**Smoking, eating, and gum chewing:**

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

**HACCP- Hazard Analysis and Critical Control Point**

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

1. Assemble the HACCP team
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram

6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

## **Training**

The Hub Craft will provide training and training opportunities to all of its employees. In addition to required training, The Hub Craft will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

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

## **Testing of Marijuana and Marijuana Products**

The Hub Craft sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* published by DPH.

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.

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

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

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

Required testing includes:

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

The Hub Craft will maintain the results of all testing for no less than one year.

The Hub Craft will arrange for testing to be conducted in accordance with the frequency required by the Department.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Department will be notified within 72 hours of these results. The Hub Craft will submit to the Department upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.



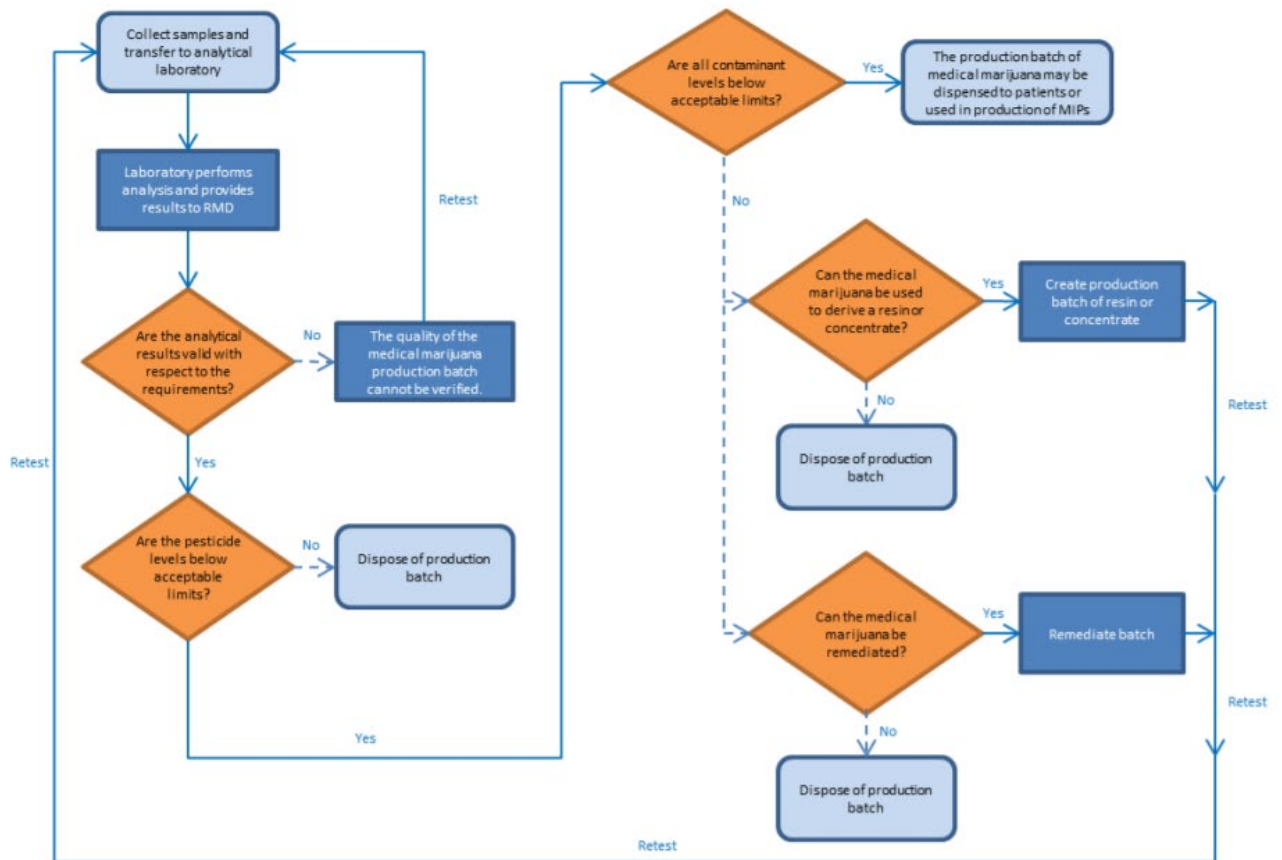
## **Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits**

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

1. Immediately segregate the cultivation or production batch and evaluate next steps.
  - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
    - i. Retest the Cultivation/Production Batch
    - ii. Remediate the Cultivation/Production Batch
    - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above, The Hub Craft Cultivation Manager or 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 The Hub Craft marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.
  - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
  - b. The assessment should include a corrective action plan and be shared as a training tool with all The Hub Craft agents.

## Actions in Response to Laboratory Analytical Results





# The Hub Craft Personnel Policies

(This document is a summary of the Personnel Policies for The Hub Craft LLC including our draft policy for background checks. This plan may be amended once we are licensed and hiring employees.)

## **Intent**

The Hub Craft 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 ("the Commission") or any other regulatory agency.

To provide clear and concise instructions for The Hub Craft employees regarding Personnel Policies that are in compliance with the Regulations

## **Purpose**

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

## **Personnel Records**

The Hub Craft 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 The Hub Craft agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with The Hub Craft 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 cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to The Hub Craft 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 The Hub Craft Management agents who require access. These records will be made available for inspection by the Commission upon request.

### **The Hub Craft Agents**

All The Hub Craft board members, directors, employees, executives, managers or volunteers will register with the Commission as a The Hub Craft Marijuana Establishment Agent (“The Hub Craft 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 The Hub Craft 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.

The Hub Craft will submit to the Commission an application for every The Hub Craft Agent, this application will include;

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

- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

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

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

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

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

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

### **Background Checks**

The Hub Craft 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 The Hub Craft will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

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 Hub Craft 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 not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process The Hub Craft will submit Marijuana Establishment Agent applications for all required individuals. The Hub Craft will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

### **Equal Employment Policy**

It is the policy of The Hub Craft 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.

The Hub Craft 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, The Hub Craft will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on The Hub Craft operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with The Hub Craft in seeking and evaluating alternatives.

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

### **Anti-Harassment and Sexual Harassment Policy**

The Hub Craft 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 The Hub Craft 's employees to perform their expected job duties is not tolerated.

It is illegal and against The Hub Craft's 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. The Hub Craft will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

The Hub Craft 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.

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

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

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

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

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

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

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

### **Americans with Disability Act**

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

### **Drug/Alcohol Free Workplace**

The Hub Craft 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 The Hub Craft's premises or while using The Hub Craft vehicles or equipment, or at any location during work time.

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

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

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

### **Smoke Free Workplace**

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

### **Employee Assistance Policy**

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

### **Dismissal of The Hub Craft Agents for Certain Violations**

If a The Hub Craft Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

1. Engaged in unsafe practices with regard to operation of the Marijuana Establishment; or
2. 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

The CEO will immediately be notified of any of these instances. The CEO will make a detailed report of the event the notify the Commission within 24 hours. In the case of a The Hub Craft Agent who has diverted marijuana, the CEO will also notify local law enforcement within 24 hours of the occurrence.

### **Employee Handbook**

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

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

# The Hub Craft Record Keeping Procedure

(This document is a summary of the Record Keeping Procedure for The Hub Craft, LLC. This plan may be amended once we are licensed.)

## **Intent**

The Hub Craft is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. The intent of this policy is to provide clear and concise instructions for The Hub Craft employees regarding Record Keeping that are in compliance with the Regulations.

## **Purpose**

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

## **Access to the Commission**

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

## **Types of Records**

The following records will be maintained and stored by The Hub Craft 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 500.120(12);
  - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
  - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition

- of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
  - f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- 3. Inventory records as required by 935 CMR 500.105(8); and
  - 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
  - 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
    - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
    - b. A personnel record for each marijuana establishment agent. Such records shall be
    - c. 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.
    - d. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    - e. Personnel policies and procedures; and
    - f. 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 Hub Craft will be securely held. Access to these records will only be accessible to those The Hub Craft Agents who require access as a part of their job duties.

# The Hub Craft Maintenance of Financial Records Policy and Procedure

(This document is a summary of the Maintenance of Financial Records Policy and Procedure for The Hub Craft LLC. This Policy and Procedure is applicable to the entire Company's operations and includes language relating to the proposed retail operations. This plan may be amended once we are licensed)

## **Intent**

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

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

## **Purpose**

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

## **Policy**

The Hub Craft financial records will be kept and maintained according to generally accepted accounting principles. The CEO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational The Hub Craft will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All of The Hub Craft financial/business records will be available for inspection to the Commission upon request.

The Hub Craft will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. 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 The Hub Craft will incorporate the following into our business operations;



1. The Hub Craft 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. The Hub Craft will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. The Hub Craft will use up to date financial software programs for all financial transactions.
4. The Hub Craft 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 Hub Craft will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of The Hub Craft finances (books).
6. The Hub Craft will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

#### **IV. Access to the Commission**

The Hub Craft 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.

#### **V. Access to the Massachusetts Department of Revenue ("DOR")**

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

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

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

#### **VI. Point of Sale (POS) Systems**

The Hub Craft 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"*

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, The Hub Craft 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. The Hub Craft 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.

# The Hub Craft Qualifications and Training Policy and Procedure

## **Intent**

The Hub Craft is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency. The intent of this procedure is to provide clear and concise instructions for The Hub Craft employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

## **Purpose**

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

## **Qualifications for a The Hub Craft Marijuana Establishment Agent**

The minimum requirements to become a The Hub Craft Marijuana Establishment Agent (“The Hub Craft Agent”) are outlined below. All of The Hub Craft board members, directors, employees, executives, managers or volunteers will apply to the Commission as a The Hub Craft 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 of The Hub Craft Agents must;

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

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

## **Mandatory Training of The Hub Craft Agents**

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

1. 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
2. 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”).
3. All of The Hub Craft Agents will receive a minimum of 8 hours of training annually.
4. The Hub Craft 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 retained by The Hub Craft for at least one year after agents’ termination.
5. When implemented and available, The Hub Craft will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a “responsible vendor”
  - a. After the responsible vendor designation is applied each The Hub Craft 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, The Hub Craft will allow and encourage them to attend on a voluntary basis.
  - c. The Hub Craft 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.

### **Additional Training**

The Hub Craft will provide ongoing training and training opportunities to its employees. In addition to required training, The Hub Craft will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s products.

**The Hub Craft, LLC.**  
**Diversity Plan**

The Hub Craft, LLC (“THC”) is planning to operate a Cultivation, and Product Manufacturing Marijuana Establishment. This Plan summarizes how THC will implement diversity and inclusion programs for our cultivation and product manufacturing facility in Fitchburg, MA.

The Hub Craft 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 The Hub Craft will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

**Intent**

The Hub Craft, LLC is committed to a culture where all people are represented, respected and appreciated. Diversity is a core value of the company because it broadens our skill base and helps us become more competitive and innovative. Moreover, THC recognizes our responsibility to promote a society where underrepresented groups get their fair share of opportunities.

**General Requirements**

At THC, we are committed to providing equitable employment opportunity to all applicants and employees. Our plan is tailored to creating equity in our company for the following populations:

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

**Company Goals for a Diverse and Inclusive Workplace**

**Goal 1: Employment Program**

The company plans to hire and retain a diverse workforce that promotes and celebrates people of all types including minorities, women, veterans, people with disabilities and people of non-traditional gender identities. Recognizing the size of a cultivation facility and its staff (20-30), we expect to achieve the following diversity employment targets.

1. Sixty percent of employees will be Minorities, Veterans, People with disabilities and/or People who are LGBTQ+
  - a. Of this 60% our goal is that:
    - i. 75-85% will be minorities
    - ii. 5-10% will be Veterans

- iii. 5% will be Persons with disabilities and
  - iv. 5-10% will be People who are LGBTQ+
2. Fifty percent of employees will be women.

Our Employment Program consists of the following:

1. The Hub Craft will give hiring priority to minorities, women, veterans, people with disabilities and people who are LGBTQ+.
2. Recruitment materials will emphasize the company's commitment to hiring a diverse workforce and use images that reflect people from different backgrounds;
3. All recruitment materials and job postings will clearly state our hiring priority and a statement of encouragement for minorities, women, veterans, people with disabilities and people who are LGBTQ+ to apply;
4. Job postings are written in gender neutral language, as well as Spanish, French, and some African languages;
5. Postings will be listed on multiple websites including the MassHire North Central Career Center which services the City of Fitchburg.
6. Postings will be advertised in the Worcester Sentinel;
  - a. We expect our first job posting to be advertised 180 day after the receipt of our Provisional License from the Commission
  - b. Subsequent postings will be advertised as needed.
7. THC will participate in job fairs hosted by the MassHire North Central Career Center.
  - a. Our first job fair will take place 60 days prior to the date of our expected Final License;
  - b. We expect a second job fair will be held 90 days after we begin operations; and
  - c. Subsequent job fairs will be held as needed.
8. Employees working at least 30 hours per week or 130 hours per month are eligible to participate in an employer-sponsored healthcare plan. Similarly, paid vacation and sick benefits are available to 30+ hour employees.
9. Hiring managers participate in annual training to uncover and help mitigate unconscious bias. Interview teams reflect diversity among our employees whenever possible.
  - a. This training will occur 90 days prior to our expected opening date.
10. Standardized interview processes minimize bias by allowing hiring managers to focus only on factors that have a direct impact on performance.
11. The company actively supports industry trade groups and recruitment initiatives that promote diversity and inclusion, these include:
  - a. Mass CBA;

- b. Massachusetts Recreational Consumer Council; and
- c. Elevate New England.

### **Plan Measures**

The cultivation facility is expected to employ 20-30 individuals when fully operational. Program evaluation metrics from the company's Human Resources management database will be evaluated quarterly with the following metrics reported to management.

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

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

- All attempts to hire
- Actual hires
- The hires training, pay, benefits, and advancement
- A breakdown on the number and percentage of minorities, women, veterans, people with disabilities and people who are LGBTQ who are employed by THC.

This report will be made available to the Commonwealth of Massachusetts and the City of Fitchburg. The data will also be used as an evolving tool for THC to determine the best hiring practices to reach our stated goals above. THC Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.