



# Massachusetts Cannabis Control Commission

## Marijuana Microbusiness

### General Information:

**License Number:** MB282302  
**Original Issued Date:** 01/21/2022  
**Issued Date:** 01/21/2022  
**Expiration Date:** 01/21/2023

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** Cannalive Genetics LLC

**Phone Number:** 617-221-5666 **Email Address:** marko@cannalivegenetics.com

**Business Address 1:** 532 Main Street **Business Address 2:** Suite 301

**Business City:** Holyoke **Business State:** MA **Business Zip Code:** 01040

**Mailing Address 1:** 51 Victoria Street **Mailing Address 2:**

**Mailing City:** Somerville **Mailing State:** MA **Mailing Zip Code:** 02144

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Not a DBE, Lesbian, Gay, Bisexual, and Transgender Owned Business

## PRIORITY APPLICANT

**Priority Applicant:** no

**Priority Applicant Type:** Not a Priority Applicant

**Economic Empowerment Applicant Certification Number:**

**RMD Priority Certification Number:**

## RMD INFORMATION

**Name of RMD:**

**Department of Public Health RMD Registration Number:**

**Operational and Registration Status:**

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

**If no, describe the circumstances below:**

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

**Person with Direct or Indirect Authority 1**

**Percentage Of Ownership:** 50 **Percentage Of Control:** 50

**Role:** Executive / Officer **Other Role:** Chief Operating Officer

**First Name:** Marko **Last Name:** Zaric **Suffix:**

**Gender:** Male **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: White- Serbian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Executive / Officer

Other Role: Chief Executive Officer

First Name: Todd

Last Name: Dahn

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: The Anthony Sousa Family Revocable Trust

Entity DBA:

Email:

Phone: 617-548-7746

tsousa02144@yahoo.com

Address 1: 49 Victoria St

Address 2:

City: Somerville

State: MA

Zip Code: 02144

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided:

Percentage of Initial Capital:

\$75000

75

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Cultivating

Establishment Address 1: 532 Main St

Establishment Address 2: Suite 301

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 5000

How many abutters does this property have?: 23

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
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Certification of Host Community Agreement	Cannalive Genetics - HCA Certification.pdf	pdf	60be1f5fb8d64936265586b7	06/07/2021
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form Cannlive Genetics LLC.pdf	pdf	6111674cc82bfb39cb219009	08/09/2021
Community Outreach Meeting Documentation	Community Outreach Meeting Sign in Sheet Cannlive Genetics LLC.pdf	pdf	61116759bde213399f810042	08/09/2021
Plan to Remain Compliant with Local Zoning	Cannalive Genetics LLC Plan to Remain Compliant with Local Zoning v.3.pdf	pdf	61116a0cc82bfb39cb219023	08/09/2021
Community Outreach Meeting Documentation	2 Community Outreach Notices to Holyoke Planning and Development.pdf	pdf	61362a89d64352077f3c2076	09/06/2021
Community Outreach Meeting Documentation	Optimized Cannalive Genetics LLC Certified Mail Receipts and Returns_Redacted.pdf	pdf	613634e723f64d075364f1b8	09/06/2021
Community Outreach Meeting Documentation	Cannalive Genetics LLC Community Outreach Meeting Newspaper Receipt and Tear Sheet.pdf	pdf	616c6a35d7af776846096987	10/17/2021

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	Cannalive Genetics LLC Positive Impact Plan Complete.pdf	pdf	617611d044662a31f288bd81	10/24/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner      Other Role: CEO  
 First Name: Todd      Last Name: Dahn      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

Individual Background Information 2

Role: Owner / Partner      Other Role: COO  
 First Name: Marko      Last Name: Zaric      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify)      Other Role: Lender  
 Entity Legal Name: The Anthony Sousa Family Revocable Trust      Entity DBA:  
 Entity Description: Revocable Trust

Phone: 617-548-7746

Email: tsousa02144@yahoo.com

Primary Business Address 1: 49 Victoria St

Primary Business Address 2:

Primary Business City: Somerville

Primary Business State: MA Principal Business Zip Code: 02144

Additional Information: Entity is a Trust. No EIN available as Trustee is still living.

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MASSTAX Certificate of Good Standing.pdf	pdf	61116a6f324d4e3994c3dadcd	08/09/2021
Secretary of Commonwealth - Certificate of Good Standing	Secretary of Commonwealth Certificate of Good Standing.pdf	pdf	61116a8d65a78c37ab32e9b7	08/09/2021
Articles of Organization	Cannalive Genetics LLC - Certificate of Organization - 2021-04-06.PDF	pdf	61116b54b6c7ee37de4645da	08/09/2021
Bylaws	Cannalive Genetics LLC Operating Agreement.pdf	pdf	6112e7bc8a09343989a1bb45	08/10/2021
Department of Revenue - Certificate of Good standing	DUA Attestation.pdf	pdf	6148cbe7604619079ab7946f	09/20/2021

No documents uploaded

Massachusetts Business Identification Number: 001499505

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Cannalive Genetics LLC Plan for Obtaining Liability Insurance.pdf	pdf	61157d033ae71f37c4742609	08/12/2021
Business Plan	Cannlive Genetics LLC Business Plan and Budget Final.pdf	pdf	6148c169604619079ab793a6	09/20/2021
Proposed Timeline	Cannalive Genetics LLC Operations Timeline.pdf	pdf	6148c1e9fa001407bd3147d7	09/20/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	6112d4b38a09343989a1b9e3	08/10/2021
Quality control and testing	Quality Assurance and Quality Control Policies.pdf	pdf	6112d50fb6c7ee37de465087	08/10/2021
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	6112d5e4324d4e3994c3e590	08/10/2021

Prevention of diversion	Cannalive Genetics LLC Prevention of Diversion Plan.pdf	pdf	61157d943ae71f37c4742619	08/12/2021
Storage of marijuana	Cannalive Genetics LLC Storage of Marijuana Plan.pdf	pdf	61157e5f324d4e3994c3f8b7	08/12/2021
Inventory procedures	Cannalive Genetics LLC Inventory Plan.pdf	pdf	61157e7985b72937d3016466	08/12/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	6138b637ab6739076439eeff	09/08/2021
Security plan	Cannalive Genetics LLC Security Plan Final.pdf	pdf	6148c440f6892707b40dff43	09/20/2021
Record Keeping procedures	Cannalive Genetics LLC Record Keeping Procedures.pdf	pdf	6148d971f076f507dc7e001e	09/20/2021
Maintaining of financial records	Cannalive Genetics LLC Maintaining Financial Records.pdf	pdf	6148d98d10e8450793e19d0e	09/20/2021
Qualifications and training	Cannalive Genetics LLC Qualifications and Training.pdf	pdf	6148d9a6ed983707e971cb57	09/20/2021
Transportation of marijuana	Cannalive Genetics LLC Transportation of Marijuana Plan.pdf	pdf	6148d9c9179a26079c9e556e	09/20/2021
Policies and procedures for cultivating	Cannalive Genetics LLC Cultivation Plan.pdf	pdf	6148f89b604619079ab796d6	09/20/2021
Diversity plan	Cannalive Genetics LLC Diversity Plan.pdf	pdf	616c6c221a09116935912f66	10/17/2021

#### ATTESTATIONS

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

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

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

#### Notification:

I 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:

#### 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

<b>Monday From: 9:00 AM</b>	<b>Monday To: 6:00 PM</b>
<b>Tuesday From: 9:00 AM</b>	<b>Tuesday To: 6:00 PM</b>
<b>Wednesday From: 9:00 AM</b>	<b>Wednesday To: 6:00 PM</b>
<b>Thursday From: 9:00 AM</b>	<b>Thursday To: 6:00 PM</b>
<b>Friday From: 9:00 AM</b>	<b>Friday To: 6:00 PM</b>
<b>Saturday From: 9:00 AM</b>	<b>Saturday To: 6:00 PM</b>
<b>Sunday From: 9:00 AM</b>	<b>Sunday To: 6:00 PM</b>

# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

## Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

CANNALIVE GENETICS LLC

2. Name of applicant’s authorized representative:

MARKO ZARIC

3. Signature of applicant’s authorized representative:



4. Name of municipality:

HOLYOKE

5. Name of municipality’s contracting authority or authorized representative:

Terence Murphy, Acting Mayor

6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

MurphyT@Holyoke.org

8. Host community agreement execution date:

04/20/2021



# Community Outreach Meeting Attestation Form

## Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

## Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

- a. Date of publication:
- b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



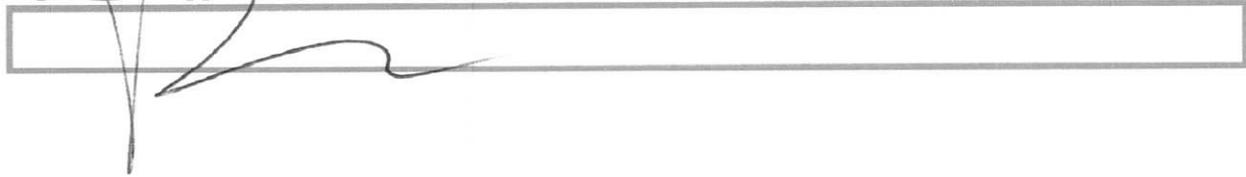
Name of applicant:

Cannalive Genetics LLC

Name of applicant's authorized representative:

Todd Dahn

Signature of applicant's authorized representative:



CANNALIVE GENETICS COMMUNITY OUTREACH  
7-21-2021

NAME	Address / ORGANIZATION	Phone / EMAIL
Captain Matt Moriarty	Holyoke P.D.	413-302-6900 / 284@Holyoke.PD.org



**NEW  
ENGLAND  
PROTECTIVE  
SERVICES**

**PETER KENNEDY**

Owner / Principal

[pkennedy@newenglandps.com](mailto:pkennedy@newenglandps.com)

P.O. Box 1242, Holyoke, MA 01041 • PH: 413-534-4791

SECURITY & INVESTIGATIONS

## **Cannalive Genetics LLC**

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

On December 19, 2017, the City Council for the City of Holyoke amended the City's Zoning Ordinance to allow the cultivation, production and dispensing of marijuana for adult-use in the Industrial G (IG) District, said Ordinance further amended on May 20, 2021, subject to the granting of a Special Permit from the City Council.

Cannalive Genetics is proposing to develop and operate a Marijuana Establishment at 532 Main Street, Holyoke, MA 01040 (the "Property"). This site is located in the IG Zoning District, which permits the operation of a Marijuana Manufacturing Establishment (MME), specifically a Microbusiness cultivator, subject to the granting of a Special Permit from the City Council pursuant to Section 70.10.6 of the Holyoke Zoning Ordinance.

The Property and the proposed MME satisfy local zoning requirements with regard to Use (Section 70.10.5 (1)) in that i) the Marijuana Establishment shall only use its designated square footage for the purposes of operating a Microbusiness and ii) no marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises. Per the Ordinance, an MME may operate for 24 hours.

The Property and the proposed MME satisfy local zoning requirements with regard to Physical Requirements (Section 70.10.5 (2)) in that the operations i) will take place at a fixed location, within a fully enclosed building; ii) will not permit outside storage; iii) will provide proper ventilation; and iv) will have signage that complies with CCC and City of Holyoke regulations.

With regard to Location, pursuant to Section 70.10.5 (3), the proposed MME shall not be located in a building that contains any residential units and shall have a 200-foot buffer from any uses listed in Table 4.3 Table of Principle Uses. 532 Main Street does not contain any residential units and is not within two hundred (200) feet of any uses listed in Table 4.3.

Cannalive Genetics has discussed its Microbusiness with town officials, including the planning department, police department and fire department, and has entered into a host community agreement with the City.

Cannalive Genetics plans to continue to work with all officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

Cannalive Genetics hereby submits that it will continue to comply with all local and state requirements and Marko Zaric, Owner and Member of the Board of Managers, will be responsible for ongoing compliance with local and state rules and regulations.

**From:** Todd Dahn todd@cannalivegenetics.com   
**Subject:** Cannalive Genetics LLC Notice for Community Outreach Meeting  
**Date:** June 28, 2021 at 12:19 PM  
**To:** clerks@holyoke.org

TD

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY  
CANNALIVE GENETICS, LLC**

Notice is hereby given that a community outreach meeting for **CANNALIVE GENETICS, LLC (“Cannalive Genetics”)**’s proposed Marijuana Establishment is scheduled for **Wednesday, July 21, 2021, at the 532 Main Street Suite 301, Holyoke, MA 01040 at 6:30 p.m.** The proposed Marijuana Microbusiness (a cultivation operation) is anticipated to be located at **532 Main Street Suite 301, Holyoke, MA 01040** (the “Property”). Community Members and members of the public are encouraged to attend and will be permitted to ask questions and receive answers from representatives of Cannalive Genetics.

A copy of this notice is on file with the City Clerk’s office at Holyoke City Hall, 536 Dwight Street, Holyoke MA 01040. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the community outreach meeting and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.



LEGAL NOTICE  
OF CO...s.docx

**From:** Todd Dahn todd@cannalivegenetics.com   
**Subject:** Cannalive Genetics LLC Notice for Community Outreach Meeting  
**Date:** July 14, 2021 at 11:05 AM  
**To:** clerks@holyoke.org  
**Cc:** dyjachj@holyoke.org, Marko Zaric Marko@cannalivegenetics.com



Originally sent on June 28, 2021 but I didn't get a reply so resending.

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY  
CANNALIVE GENETICS, LLC**

Notice is hereby given that a community outreach meeting for **CANNALIVE GENETICS, LLC ("Cannalive Genetics")'s proposed Marijuana Establishment** is scheduled for **Wednesday, July 21, 2021, at the 532 Main Street Suite 301, Holyoke, MA 01040 at 6:30 p.m.** The proposed Marijuana Microbusiness (a cultivation operation) is anticipated to be located at **532 Main Street Suite 301, Holyoke, MA 01040 (the "Property")**. Community Members and members of the public are encouraged to attend and will be permitted to ask questions and receive answers from representatives of Cannalive Genetics.

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LEGAL NOTICE  
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7020 0090 0001 5276 8731  
7020 0090 0001 5276 8724  
7020 0090 0001 5276 8915

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Holyoke Millwright Law Firm*  
Street [Redacted]  
City, State [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Holyoke Machine Co*  
Street [Redacted]  
City, State [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *University Products*  
Street [Redacted]  
City, State [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Holyoke Parsons Inc*  
Street [Redacted]  
City, State [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *University Products Inc*  
Street [Redacted]  
City, State [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Chavand Nelson*  
Street [Redacted]  
City, State [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ATTACHMENT C

7202 0090 0001 5276 8908

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Lybald Lennard*  
Street  
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *J Renna LLC*  
Street  
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

7202 0090 0001 5276 8892

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Neisons Auto Body*  
Street  
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

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Boston, MA 02111

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Jr + Jr Investment LLC*  
Street  
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

7202 0090 0001 5276 8855

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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Holyoke Millmonte*  
Street  
City, State

U.S. Postal Service™  
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South Hadley, MA 01075

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *ABC Senior & Health Trust*  
Street  
City, State

7202 0090 0001 5276 8847

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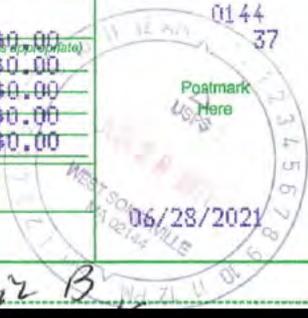
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Flynn Keith B*  
Street  
City

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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ATTACHMENT C

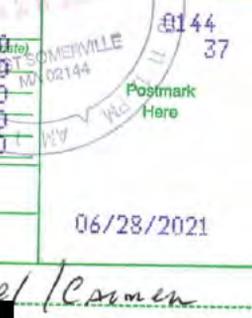
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

West Springfield, MA 01089

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Bevovich Angel / Carmen*  
Street  
City

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7202 0090 0001 5276 8830

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Chicopee, MA 01020

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *LB LEASING LLC*  
Street  
City

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7202 0090 0001 5276 8809

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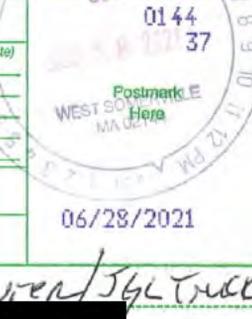
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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Genesys Tower / JGL Truck*  
Street  
City

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *77 Jackson LLC*  
Street  
City

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7209 1640 0001 7637 4567

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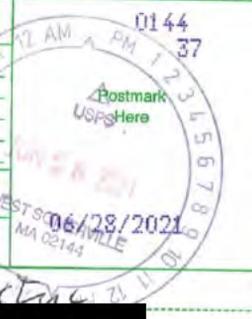
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Holyoke, MA 01040

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent To *Mcken Holdrege*  
Street  
City

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7019 1640 0001 7637 4550

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Holyoke, MA 01040

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Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15



Sent To *Gonzalez Javier*  
 Street Address [Redacted]  
 City, State, ZIP+4 [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1640 0001 7637 4543

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Holyoke, MA 01040

OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15



Sent To *Holyoke Town Verem*  
 Street Address [Redacted]  
 City, State, ZIP+4 [Redacted]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$

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

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To SR & JP INVESTMENT, LLC

Street and Apt. No. or PO Box No. [REDACTED]

City [REDACTED]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



EVERETT  
11 NORWOOD ST  
EVERETT, MA 02149-9998  
(800)275-8777

07/12/2021 02:26 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.55
Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/15/2021			
Certified Mail®			\$3.60
Tracking #: 70201810000212796912			
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter	1		\$0.55
Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/15/2021			
Certified Mail®			\$3.60
Tracking #: 70201810000212796905			
<b>Total</b>			<b>\$4.15</b>
<b>Grand Total:</b>			<b>\$8.30</b>
Credit Card Remitted			\$8.30
Card Name: MasterCard Account #: XXXXXXXXXX0602 Approval #: 863007 Transaction #: 081 AID: A0000000042203 Chip AL: Debit PIN: Not Required			

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**OFFICIAL USE**

Certified Mail Fee \$

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

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

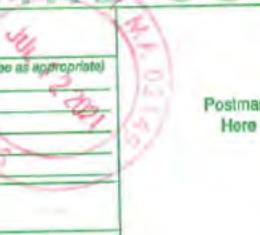
Total Postage and Fees \$

Sent To HOLYOKE LAW DEPARTMENT

Street and Apt. No. or PO Box No. [REDACTED]

City [REDACTED]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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\*\*\*\*\*

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58 DAY ST STE 100  
SOMERVILLE, MA 02144-9998  
(800)275-8777

06/28/2021

03:26 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768748			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01041 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768731			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768724			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768717			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768700			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768915			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768908			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768892			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/01/2021	1		\$0.55
Certified Mail® Tracking #: 70200090000152768885			\$3.60
<b>Total</b>			<b>\$4.15</b>
First-Class Mail® Letter Holyoke, MA 01040	1		\$0.55

First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768876	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Boston, MA 02111	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768861	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	South Hadley, MA 01075	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768854	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768847	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Chicopee, MA 01020	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768830	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768823	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	West Springfield, MA 01089	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768816	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200090000152768809	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
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Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
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Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Holyoke, MA 01040	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/01/2021	
Certified Mail®		\$3.60
Tracking #:		
	70191640000176374543	
Total		\$4.15

Grand Total : \$83.00

Credit Card Remitted \$83.00

Card Name: VISA

Account #: XXXXXXXXXXXXX8038

Approval #: 028001

Transaction #: 218

AID: A0000000031010

Chip

AL: VISA CREDIT

PIN: Not Required

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availability due to the impacts of  
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Clerk: 37

CANNALIVE GENETICS  
51 VICTORIA ST  
SOMERVILLE, MA 02144

*D.O. Could not confirm  
Address for delivery*

HOLYOKE HOUSING AUTHORITY



7019 1640 0001 7637 4581

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
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CERTIFIED MAIL®



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19 1640 0001 7637 4581

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OFFICIAL USE

Certified Mail Fee

\$

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

- |  |    |       |
|--|----|-------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ | _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | _____ |

Postage

\$

Total Postage and Fees

\$

Sent To

Postmark  
Here

*Audrey*



ATTACHMENT G

Cannaline Genetics  
51 Victoria St  
Doverville, MA 02144



7020 1810 0002 1279 6912

FF

SR & JP INVESTMENT, LLC



0104095519  
02144171351



01040

U.S. POSTAGE PAID  
FOM LETTER  
EVERETT, MA  
02149  
JUL 12, 21  
AMOUNT

**\$4.15**

R2304M116584-01

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 02144171351 \*0121-02166-13-02  
0104095519  
02144171351

RR1 NC 1 RR97/28/21

CANNALIVE GENETICS  
51 VICTORIA ST  
SOMERVILLE, MA 02144

41

**CERTIFIED MAIL**



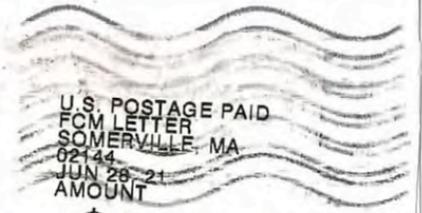
7020 0090 0001 5276 8861



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02111



**\$4.15**

R2305K132008-37

*Handwritten:* MAY 1114

-R-T-S-

02111-RFS-1N

07/04/21

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD  
RETURN TO SENDER

**\*RFS\***

*Handwritten:* Ulice

**FIRST CLASS**



**From:** no-reply@e-hps.com  
**Subject:** TURLEY PUBLICATIONS INC - Heartland Gateway Transaction Receipt  
**Date:** July 1, 2021 at 3:33 PM  
**To:** TODD@cannalivegenetics.com TODD@CANNALIVEGENETICS.COM



TURLEY PUBLICATIONS INC  
24 WATER ST  
PALMER, MA 01069  
413-283-8393

Please see the details of your transaction below.

Date: 7/1/2021 Time: 3:32 PM

Transaction Type: Credit Sale  
Transaction ID: 750127868  
Customer Name: TODD DAHN  
Account: \*\*\*\*\*0602  
Card Type: MC  
Entry Method: Manual  
Invoice Number: HS LEGAL  
Authorization Code: 730321  
Result: Approved  
Clerk ID: Patrick Turley  
Subtotal Amount: \$134.85  
Tip Amount: \$0.00  
Surcharge Amount: \$0.00  
Total Amount: \$134.85

**LEGAL NOTICE OF  
COMMUNITY OUTREACH  
MEETING  
REGARDING A MARIJUANA  
ESTABLISHMENT  
PROPOSED BY  
CANNALIVE GENETICS,  
LLC**

Notice is hereby given that a community outreach meeting for **CANNALIVE GENETICS, LLC** ("Cannalive Genetics")'s proposed Marijuana Establishment is scheduled for **Wednesday, July 21, 2021, at the 532 Main Street Suite 301, Holyoke, MA 01040 at 6:30 p.m.** The proposed Marijuana Microbusiness (a cultivation operation) is anticipated to be located at **532 Main Street Suite 301, Holyoke, MA 01040** (the "Property"). Community Members and members of the public are encouraged to attend and will be permitted to ask questions and receive answers from representatives of Cannalive Genetics.

A copy of this notice is on file with the City Clerk's office at Holyoke City Hall, 536 Dwight Street, Holyoke MA 01040. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the community outreach meeting and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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. 07/02/2021

**Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758  
Docket No. HD21C0124CA  
In the matter of:  
Francisco Gonzalez**

**Hernandez, aka: William Gonzalez** of Holyoke, MA requesting that the court enter a Decree changing their name to:

**William Gonzalez**  
**IMPORTANT NOTICE**  
Any person may appear for purposes of objecting to the petition by filing an appearance at: **Hampden Probate and Family Court before 10:00 a.m. on the return day of 07/15/2021.**

This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. **Barbara M Hyland**, First Justice of this Court.

Date: June 17, 2021  
**Rosemary A Saccomani**  
Register of Probate  
07/02/2021

**Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758**

**Docket No. HD21C0121CA**  
**In the matter of:  
Anna Spinks  
aka: Ruth Heard**  
**CITATION ON PETITION TO  
CHANGE NAME**

A **Petition to Change Name of Adult** has been filed by **Anna Spinks, aka: Ruth Heard** of Holyoke, MA requesting that the court enter a Decree changing their name to:

**Ruth Heard**  
**IMPORTANT NOTICE**  
Any person may appear for purposes of objecting to the petition by filing an appearance at: **Hampden Probate and Family Court before 10:00 a.m. on the return day of 07/13/2021.**

This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. **Barbara M Hyland**, First Justice of this Court.

Date: June 15, 2021  
**Rosemary A Saccomani**  
Register of Probate  
07/02/2021

**Springfield, MA 01103  
(413)748-7758  
Docket No. HD21P0778EA**  
**Estate of:**

**Charles Mundell**  
**Date of Death: 03/18/2021**  
**CITATION ON PETITION  
FOR FORMAL  
ADJUDICATION**

To all interested persons:  
A Petition for **Formal Adjudication of Intestacy** has been filed by **Day Brook Village Senior Living** of Holyoke, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: **Lisa Judkins** of Sutton, MA be appointed as Personal Representative(s) of said estate to serve **With Personal Surety** on the bond in an **unsupervised** administration.  
**IMPORTANT NOTICE**

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: **10:00 a.m. on the return day of 07/20/2021.**

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

**UNSUPERVISED  
ADMINISTRATION UNDER  
THE MASSACHUSETTS  
UNIFORM PROBATE CODE  
(MUPC)**

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

**NOTICE TO CONTRACTORS  
- CLASSIFIED LEGAL  
ADVERTISEMENT  
MASSACHUSETTS  
EXECUTIVE OFFICE FOR  
ADMINISTRATION AND  
FINANCE  
DIVISION OF CAPITAL  
ASSET MANAGEMENT &  
MAINTENANCE**

Electronic Bids submitted in the format furnished by the Division of Capital Asset Management & Maintenance (DCAMM) and clearly identified as a bid will be received through DCAMM's E-Bid Room at [www.bidexpress.com/businesses/10279/home](http://www.bidexpress.com/businesses/10279/home) no later than the date and time specified and will forthwith be publicly opened remotely by DCAMM Bid Room personnel and read aloud over a conference call line. Persons interested in accessing the remote bid opening can do so by using the following conference line number and passcode: CenturyLink Audio Conferencing Dial in number 1-877-820-7831, Passcode: 818087.

**Sub-Bids at 12:00 Noon:  
July 22, 2021**

**General Bids at 2:00 PM:  
August 5, 2021**

Every Filed Sub-Bidder must be certified by DCAMM in the category for which they bid.

Every General Bidder must be certified by DCAMM for the category of work listed below and for no less than the bid price plus all add alternates of this project, if applicable.

The Category of Work is: General Building Construction  
Mass. State Project No. SDH1801

Hampden County Correctional Center, HVAC Code Deficiency Repairs, Ludlow, MA

And the following Filed Sub-Bids: Miscellaneous & Ornamental Iron; Roofing & Flashing; HVAC; Electrical.

E.C.C: **\$6,838,354**  
This project is scheduled for **784** calendar days to substantial completion. Scope:

**Correct ventilation-related issues within the three Inmate Housing towers & five Support Buildings.**

**Facility will remain occupied and fully operational. At Housing towers, new roof**

A **Pre-Bid meeting** will be held on **July 7, 2021 at 10:00 AM.** Contractors must submit a Clearance form in advance by Friday, July 2, 2021. The form and instructions will be found in the Specifications. The location for the Pre-Bid Meeting is Hampden County Correctional Center, 627 Randall Road, Ludlow, MA, 01056. Meet in the Public Lobby at the Visitor's Entrance.

Minimum rates of wages to be paid on the project have been determined by the Commissioner of the Department of Labor Standards. These rates are incorporated into the bid documents.

Bid documents for this project may be accessed or downloaded at no cost to potential bidders exclusively through DCAMM's E-Bid Room <https://www.bidexpress.com/businesses/10279/home> One hard copy set is also available for viewing by appointment only in DCAMM's Bid Room located at One Ashburton Place, 1st Floor, Room 107, Boston, MA during normal business hours. Please contact DCAMM's Bid Room at (617) 727-4003 or [bidroom.dcammm@mass.gov](mailto:bidroom.dcammm@mass.gov) for an appointment.

In order to access bid documents and submit bids through DCAMM's E-Bid Room potential bidders must first be verified by DCAMM's Bid Room and then register with the E-Bid Room vendor. Instructions on the processes can be found on DCAMM's website [www.mass.gov/dcammm/bids](http://www.mass.gov/dcammm/bids) or contact DCAMM's Bid Room at the phone number or email listed above.

Carol W. Gladstone  
COMMISSIONER  
07/02/2021

**Commonwealth of  
Massachusetts  
The Trial Court  
Probate and Family Court  
Hampden Division  
50 State Street  
Springfield, MA 01103  
(413)748-8600  
Docket No. HD21P0982EA**  
**Estate of:  
Patricia M. Scanlon**  
**Date of Death:**

has been admitted to informal probate.

**Mary Rowe** of Annapolis, MD has been informally appointed as the Personal Representative of the estate to serve **without surety** on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner. 07/02/2021

**Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758**

**Docket No. HD21C0126CA**  
**In the matter of:  
Michael David Tibbetts**  
**CITATION ON PETITION TO  
CHANGE NAME**

A **Petition to Change Name of Adult** has been filed by **Michael David Tibbetts** of Holyoke, MA requesting that the court enter a Decree changing their name to:

**Michael Korric Morgan**  
**IMPORTANT NOTICE**  
Any person may appear for purposes of objecting to the petition by filing an appearance at: **Hampden Probate and Family Court before 10:00 a.m. on the return day of 07/21/2021.**

This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

# **Cannalive Genetics LLC**

## **Positive Impact Plan**

Cannalive Genetics LLC is proposing to site its Microbusiness in Holyoke, an area that has been identified by the Commission as an area of disproportionate impact. Accordingly, Cannalive Genetics intends to focus its efforts in Holyoke (which has been designated by the CCC as an Area of Disproportionate Impact) and on Massachusetts residents who have, or have parents or spouses who have, past drug convictions. In addition, Cannalive Genetics plans to support creative and artistic organizations that are comprised of members who have been disproportionately affected by the War on Drugs.

In support of these efforts, Cannalive Genetics will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

### **Goals:**

Cannalive Genetics’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Holyoke and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. Donate to not-for-profit organizations whose members have been disproportionately affected by the War on Drugs

### **Programs:**

In an effort to reach the abovementioned goals, Cannalive Genetics shall implement the following practices and programs:

1. During our initial year of operations, Cannalive Genetics expects to only need up to four part-time, seasonal employees, to assist with our initial harvest and related activities. To that end, Cannalive Genetics has lined up three female and one male part-time employees for these purposes. At least two of these four part-time employees also reside in an Area of Disproportionate Impact (Lynn).

Once Cannalive Genetics has established its business, and in an effort to ensure that the company has the opportunity to interview, and hire, individuals from Holyoke or Massachusetts residents who have past drug convictions, it shall post notices for part-time and full-time positions at Holyoke City Hall and in newspapers of general circulation in the area, including The Holyoke Sun, El Sol Latino and Daily Hampshire Gazette. These notices will state, among other things, that Cannalive Genetics is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in Holyoke or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

2. Once Cannalive Genetics has established its business, the company will make annual contributions of \$25,000 each to a) BAMS Fest (the largest festival focusing on creatives of color in New England) and b) The Theater Offensive (which supports artists of color in the theater space). As stated above, these organizations are comprised of many members who have been disproportionately affected by the war on drugs and also serve areas of disproportionate impact, including Holyoke.

Cannalive Genetics respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

### **Annual Review:**

Each year, Cannalive Genetics will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify and track the number of individuals interviewed and hired who (i) came from Holyoke, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions;
2. Maintain a record of annual donations to BAMS Fest and the Theater Offensive; and

Cannalive Genetics affirmatively states that it: (1) has confirmed that all of the abovementioned charities will accept donations Cannalive Genetics (see attached); (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) Cannalive Genetics will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

August 31, 2021

Cannalive Genetics, LLC  
Attn: Todd Dahn  
51 Victoria Street  
Somerville, MA 01244

**Board of Directors**

*Chairwoman*

Sharra A. Gaston

Gregory Ball, Director

Amy Carleton, Ph.D, Director

Todd Dahn, Director

Marquisa Gaines, Treasurer

Felicia Okonkwo, Director

Reginauld Williams, Director

**Leadership & Staff**

*Founder & Executive Director*

Catherine T. Morris

Timothy Hall

Jelani Haynes

Maya Neville

Stella Panzarella

Lanelle Sneed

LaShauna Walker

Dear Mr. Dahn,

On behalf of myself, Board and staff, we want to thank you and Cannalive Genetics LLC for your donation in amount of \$25,000 to our organization.

As you may know BAMS Fest is a more than an organization, we are a cultural movement on the front lines of racial equity, spatial justice and economic empowerment.

Your donation will help us to widen the door of economic opportunity for communities, particularly for artists and creative entrepreneurs of color across the Commonwealth of Massachusetts. With your donation, we plan to dedicate up to three (3) episodes of our newest hybrid platform, **ARTDACITY**, to provide business knowledge and professional development for emerging creative entrepreneurs of color. Additionally, we aim to utilize this donation to provide a *full* one year internship to a college-aged young adult of color.

We are forever grateful and appreciative of your donation and belief in our work and vision.

If you have any questions, feel free to email us at [bamsfest@gmail.com](mailto:bamsfest@gmail.com).

Warmly,



Catherine T. Morris

Founder + Executive Director



September 7th, 2021

Cannalive Genetics, LLC  
Attn: Todd Dahn  
51 Victoria Street  
Somerville, MA 01244

Dear Mr. Dahn,

The Theater Offensive thanks you and Cannalive Genetics LLC for your recurring annual donation in the amount of \$25,000 to our organization.

Our mission is to present liberating art by, for, and about queer and trans people of color that transcends artistic boundaries, celebrates cultural abundance, and dismantles oppression. In this continually-changing world, TTO is committed to something bolder than recovery: we're calling it queer regeneration. Together with our community, we're sowing seeds of change, prioritizing growth, wellness, and wholeness for queer trans people of color.

With your donation, TTO will further our capital campaign project in which we are building the largest QTPOC theater in the United States of America. The building will play a key role in the Boston arts and culture sector by providing much needed queer community space and artist development space. In addition, your donation will provide rent subsidies for QTPOC artists to work in the building. As we build toward a more equitable future, TTO acknowledges the challenge renting space can be. By providing subsidized rental space, we can ensure artists and the community are able to continue sharing, growing, and learning together.

The Theater Offensive is immensely grateful and appreciative of your donation and belief in our work and vision. If you have any questions, feel free to email Director of Institutional Advancement, Cheyenne Myrie, at [Cheyenne@TheTheaterOffensive.org](mailto:Cheyenne@TheTheaterOffensive.org).

Warmly,

A handwritten signature in black ink that reads "Cheyenne Myrie". The signature is written in a cursive, flowing style.

Cheyenne Myrie  
Director of Institutional Advancement



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

mass.gov/dor

Letter ID: L1179871424  
Notice Date: August 4, 2021  
Case ID: 0-001-248-885



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CANNALIVE GENETICS LLC  
51 VICTORIA ST  
SOMERVILLE MA 02144-1713

000026

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

The Commissioner of Revenue certifies that, as of the date of this certificate, CANNALIVE GENETICS 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, 9:00 a.m. to 4:00 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

August 3, 2021

TO WHOM IT MAY CONCERN:

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

**CANNALIVE GENETICS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 6, 2021**.

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: **MARKO ZARIC, TODD DAHN**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARKO ZARIC, TODD DAHN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001499505

1. The exact name of the limited liability company is: CANNALIVE GENETICS LLC

2a. Location of its principal office:

No. and Street: 51 VICTORIA STREET  
 City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

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

No. and Street: 51 VICTORIA STREET  
 City or Town: SOMERVILLE State: MA Zip: 02144 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:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE THE INITIAL PURPOSE OF APPLYING FOR LICENSES WITH THE CANNABIS CONTROL COMMISSION, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARKO ZARIC  
 No. and Street: 51 VICTORIA STREET  
 City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARKO ZARIC	51 VICTORIA STREET SOMERVILLE, MA 02144 USA
MANAGER	TODD DAHN	51 VICTORIA STREET SOMERVILLE, MA 02144 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.

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MARKO ZARIC	51 VICTORIA STREET SOMERVILLE, MA 02144 USA
SOC SIGNATORY	TODD DAHN	51 VICTORIA STREET SOMERVILLE, MA 02144 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	MARKO ZARIC	51 VICTORIA STREET SOMERVILLE, MA 02144 USA
REAL PROPERTY	TODD DAHN	51 VICTORIA STREET SOMERVILLE, MA 02144 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of April, 2021,**  
MARKO ZARIC

*(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:

April 06, 2021 05:48 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
Cannalive Genetics LLC**

This Multi-Member LLC Operating Agreement ("Agreement") represents Cannalive Genetics LLC that was formed in the State of Massachusetts on April 7 2021 ("Company").

The following represents the initial **2 Member(s)** of the Company and their respective ownership interest:

**Todd Dahn**, of 51 Victoria St, Somerville, Massachusetts, 02144, and has 50% ownership in the Company and,

**Marko Zaric**, of 51 Victoria St, Somerville, Massachusetts, 02144, and has 50% ownership in the Company.

("Member(s)")

WHEREAS the Member(s) 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 the Member(s).

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

1. Name and Principal Place of Business.

The name of the Company is Cannalive Genetics LLC with a principal place of business at 51 Victoria St, Somerville, Massachusetts, 02144. The mailing address shall be the same address as the principal place of business.

2. Registered Agent.

The name of the Registered Agent is Marko Zaric with a registered office located at 51 Victoria St, Somerville, Massachusetts, 02144 for the service of process as of August 10 2021 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Massachusetts.

3. Formation.

The Company was formed on April 7 2021, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Massachusetts (the "Statutes").

4. 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 Member(s) in their discretion shall determine.

## 5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

## 6. Member(s) Capital Contributions.

Capital contributions to the Company shall be made by 2 Members:

Todd Dahn shall be contributing \$15,000 The Capital Contribution made by the Member shall not be paid back and was made as consideration for the ownership interest in the Company.

Marko Zaric shall be contributing \$25,000 The Capital Contribution made by the Member shall not be paid back and was made as consideration for the ownership interest in the Company.

Hereinafter known as the "Contributor(s)".

The Contributor(s) 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. The Contributor(s) shall have no right to demand and receive any distribution from the Company in any form other than cash, and Member(s) shall not be entitled to interest on their capital contributions to the Company.

The liability of the Contributor(s) for the losses, debts, liabilities, and obligations of the Company shall be limited to the amount of the capital contribution plus any distributions paid to such Contributor(s) individually, such as the Contributor'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 Contributor(s) by the Company.

## 7. Distributions.

For the 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.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of

the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

At the sole decision of the Members, 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 Member(s) 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 Member(s) 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 Member(s) are in excess of their original contributions, to such Member(s) in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Member(s) 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(s), 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 Member(s) to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (c) to the repayment of any loans made to the Company by any Member(s). Thereafter, the Cash Receipts of the Company shall be distributed among the Member(s) 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 Member(s) 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 of priority: (a) to the Member(s) 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 Member(s) in proportion to the Members' Percentage Interests.

It is the intention of the Member(s) 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.

#### 8. Books, Records, and Tax Returns.

The Member(s), 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 (75) 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 Member(s) intends that the Company shall be taxed as a Partnership in accordance with the provisions of the Internal Revenue Code. 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 (75) 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 623 (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 Member(s) 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 Member(s) of the Company, and any other persons or entities having any financial interest in the Company.

#### 9. 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 Member(s). 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 Member(s) from time to time may designate.

#### 10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by a manager 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 a unanimous vote of the Member(s).

Notwithstanding any other provision of this Agreement, the Member(s) shall not 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 without a unanimous vote of the Member(s).

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

#### 11. Meetings of Member(s).

The annual meeting of the Member(s) shall be held on the 1st of January (day/month) at the principal office of the Company or at such other time and place as the Member(s) 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 Member(s) 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 Member(s), for any purpose or purposes, may be called by any Member(s) (or such other number of Member(s) as the Member(s) from time to time may specify).

Written or electronic notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be.

At any meeting of the Member(s), the presence of Member(s) 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 Member(s) pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Member(s). 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 Member(s) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Member(s) to leave less a quorum.

At all meetings of the Member(s), 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 Member(s) 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(s) 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 Member(s) who voted in favor of such action.

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

Member(s) of the Company may participate in any meeting of the Member(s) 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 voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

## 12. Assignment of Interests.

Except as otherwise provided in this Agreement, no Member(s) or other person holding 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 unanimous vote of the Member(s) in each instance.

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 permitted to the assignment of such interest in the allocations and distributions of the Company in accordance with Section 14 of this Agreement. 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.

The Member(s) agree that Member(s) may voluntarily withdraw from the Company only with the approval, vote, or consent consisting of a unanimous vote of the Member(s). Unless the withdrawing member's ownership interest was sold, it shall be transferred to the remaining Member(s) in the Company at the same ownership interest percentage ratio that exists at the time of withdrawal. After being removed from the Company, the withdrawing Member shall be unequivocally released from any legal or financial liability that is related to the Company unless otherwise agreed upon.

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 combined 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

### 13. 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 Member(s) of the Company 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 (60) 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 (15) days after the delivery of said offer, the other Member(s) shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Member(s) may elect to accept the offer, and if more than one of the other Member(s) elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Member(s) so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Member(s) 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 Member(s) who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Member(s) shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Member(s) who have accepted such offer default in their obligations to purchase the interest, then the Selling Member, within one-hundred and twenty (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 one-hundred and twenty (120) days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Member(s) in accordance with this Agreement.

### 14. Admission of New Member(s).

The Company may admit new Member(s) (or transferees of any interests of existing Member(s)) into by the purchase or transfer of another Member's ownership interest and a vote for adding the new Member consisting of the unanimous vote of the Members in each instance.

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.

#### 15. Sale of Company.

The sale of the Company, either partially or in its entirety, shall only be approved by a unanimous vote of the Member(s). Any purchase agreement that is presented to the Company shall be reviewed by up to fifteen (15) days by the Member(s) and put up to a vote within a seven (7) day period thereafter. At the option of any Member, the vote may be delayed by up to thirty (30) days to review the details of the purchase.

If an agreement to sell the Company is approved by the Member(s), then all sale proceeds shall first be paid to the debt of the Company unless the Buyer is accepting some or all of the debt as part of the purchase. All remaining proceeds shall be dispersed in relation to each Member's percent ownership-interest in the Company.

#### 16. 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 hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Member(s) 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 the aforesaid sixty-day period the remaining Member(s), by the unanimous vote or consent of the Member(s) (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 a 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(s) 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 unstated and in effect for thirty (30) days.

### 17. Dissolution and Liquidation.

The Company shall terminate upon the occurrence of any of the following : (i) the election by the Member(s) to dissolve the Company made by a unanimous vote of the Member(s).; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Member(s) 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 Member(s) 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 Member(s) 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 Member(s); (2) to the payment of debts and liabilities to Member(s); (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 a 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 Member(s) 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 Member(s) 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 Member(s) shall no longer be Member(s), 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.

#### 18. Representation of Member(s).

Each of the Member(s) 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 of legal age; 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.

#### 19. Certificates Evidencing Membership.

Every membership interest in the Company may be evidenced by a Certificate of Membership issued by the Company, although it is not required. This Operating Agreement shall serve as sufficient evidence of each Member's ownership in the Company. If a Certificate of Membership is issued, such Certificate 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 statement:

"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 Cannalive Genetics LLC dated effective as of April 7 2021, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

#### 20. 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 Member(s) pursuant to this Agreement.

#### 21. 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.

22. 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 Member(s) holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Member(s), except by the vote or consent of all of the Member(s). No amendment of any provision of this Agreement relating to the voting requirements of the Member(s) on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Member(s) required to vote on such subject.

23. 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 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 Member(s) 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 Member(s) have executed this Agreement on August 10 2021.

Signature: \_\_\_\_\_  
Print Name: Todd Dann

Date: 4/7/21

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

4-7-2021

Print Name: Marko Zarić

**Certification of No Employees**

In accordance with Section 935 CMR 500.101(1)(c)(4) and Section 935 CMR 500.103 of the Massachusetts Code of Regulations, and in support of the application of Cannalive Genetics LLC (the "Applicant"), the undersigned, Marko Zaric, hereby confirms and certifies to the Cannabis Control Commission (the "CCC") that:

1. At the present time, the Applicant has no employees in connection with its proposed Microbusiness Marijuana Establishment (the "Marijuana Establishment").

Under the penalties of perjury, I declare that I have examined this certification and to the best of my knowledge believe it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of September 17, 2021



Name: Marko Zaric  
Title: Manager, Cannalive Genetics LLC

### **Plan for Obtaining Liability Insurance**

Cannalive Genetics will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10). Cannalive Genetics has received an acceptable quote from AlphaRoot.

Pursuant to 935 CMR 500.105(10) the Cannalive Genetics shall 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, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Cannalive Genetics will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

## **Business Plan**

Our Business Plan was collaboratively developed by the leadership team of Cannalive Genetics LLC. (“Cannalive”) and it exemplifies our collective dedication to the cultivation of craft batch high grade marijuana. Our focus is pragmatic and based on the expertise of our core team who collectively have 15+ years of cultivation experience. Advice from our in-house and third-party expert advisors assured our core strategies are not only compliant with MA regulations but are in line with industry standards and best practices. Accordingly, we believe we are primed for success.

### *Mission and Background*

At Cannalive, our mission is to provide adult-use marijuana customers with the highest quality, safest marijuana products possible. As our name suggests, we see cannabis as a way to help people live more productive lives. This means our company will develop and offer a wide range of proprietary strains that increase desired cannabinoids and terpene profiles.

It is our promise to supply products grown using the most environmentally friendly techniques available. We will grow our boutique hand crafted marijuana in a professional, controlled, and carefully monitored environment using a cutting edge cultivation system.

Our team is balanced with a great background in public service through working in city government helping dispensaries open in Chicago and more than a decade of cultivation experience.

At Cannalive, our top priority is to provide our clients with the safest, quality adult-use marijuana driven product we can produce.

### *Leadership Team*

Below are brief biographies of our founding team.

#### *Todd Dahn*

Todd has a background in brand development, marketing and project management derived from 25 years in the music industry. He has owned and operated a long-standing private recording studio over the years and has produced an over 20 albums and 50 singles for himself and other artists. As the music industry evolved in the digital age to streaming, Todd expanded his skills to be considered an expert in the area of using data analytics from streaming and social media to sustain brand expansion. This expertise has helped Todd to launch a consulting business to fuel digital engagements and conversions by creating out of the box marketing and engagement strategies to successfully help his clients generate multiple sustainable revenue streams from their content and image, including several clients who increased revenue in 2020.

Todd also served as a touring and management consultant for various media brands for the past 11 years engaging with over 30 brands on 15 tours both domestically and internationally with multiple tours in the UK and France. He launched a nonprofit built around helping artists from underserved communities get the resources they needed to go on their own first tours. ([www.analive.org](http://www.analive.org))

Todd sits on the Board of Directors for BAMS Fest ([www.bamsfest.org](http://www.bamsfest.org)) which is the largest arts festival specifically supporting creatives of color in the New England area. He is lending his expertise in the area of digital engagements and content creation to help BAMS pivot into a more online presence with new programming and educational efforts along with his expertise in live events planning to expand the festival from a one-day festival to a 3-day event. Todd also has 5+ years of successful experience in growing marijuana on a smaller scale.

### *Marko Zaric*

Marko graduated from DePaul University with a Bachelor of Science in Economics. He started his career at JPMorgan Chase in their retail division as a licensed (Series 6 and 63) Personal Banker before moving to Bridgeview Bank Group as a Senior Banker. He has 8 years total of banking experience.

He was recruited by the 48<sup>th</sup> Ward Alderman in Chicago to be his Economic Development and Public Safety Liaison representing 75,000 constituents. His success brought over 15 new business and double-digit year over year crime reduction in the ward during his tenure of 5 years. Marko has also successfully consulted several businesses through his professional career focusing on operational redevelopment and business growth initiatives.

### *Organizational Principles*

To maintain a clear focus on our mission to provide top-quality hand-crafted marijuana, we have developed a core set of organizational principles to guide decision-making in our day-to-day operations, including:

- Maintaining adequate capital funding and sufficient cash reserves to ensure uninterrupted operations in strict adherence to our mandates. Cannalive will never prioritize profits over the quality of our performance and our products.
- Maintaining a business model focused on strict regulatory compliance and continual improvement utilizing the newest technologies and research findings in healthcare, medicine, pharmacy, agriculture, genetic selections, environmental conservation, and cannabinoid science.

Our team will ensure we adopt comprehensive policies and procedures addressing these areas as well as: cash management and accounting, adverse events and product recalls, regulatory compliance, contract procurement, emergency preparedness, environmentally conscientious policies, equipment and facility maintenance, incident management, inventory tracking and

control, community outreach and communications, cultivation and production, quality assurance and quality control, recordkeeping, research and development, safety and security, staffing and training, strategic planning, secure product transportation, and waste management.

### Compliance

Cannalive demands 100% compliance with regulatory mandates at all times. We will maintain a regulatory compliance program that features:

- Two-agent verification for all critical tasks, audits, transportations, and data entry related to quality assurance and inventory control.
- Engagement of qualified local legal counsel to assist in municipal and state level legal matters. Independent audits and site inspections
- Annual compliance training for all employees and management to review governing laws and regulations and to provide all applicable updates, changes and amendments.

### Security and Control

The safety of people and products is considered in every planning and operating decision we make. Cannalive will maintain a security program that features:

- State-of-the-art security systems and extensive security training for all agents, including regular refresher training and mandatory comprehension testing.
- Regular equipment inspections to gauge functionality and updates/enhancements

### Quality Assurance and Quality Control

Our operating procedures were developed with a series of redundant quality assurance and quality control measures. Cannalive will maintain a quality assurance program that features:

- Extensive quality assurance and quality control training for all agents including regular refresher courses and mandatory comprehension testing.
- Two-agent verification for all critical tasks and data entry related to quality assurance and inventory control.
- Multiple established quality assurance and quality control checkpoints whereby agents are required to inspect plants and products to ensure they meet our stringent standards
- An in-house team dedicated to the continual oversight and audit of the quality of our products.

### Green Practices

Cannalive will strive to employ sustainable green practices and use renewable energy sources with a preference for eco-friendly efforts in all our designs, builds and operations. With regards to operations, we wholeheartedly seek to minimize waste and mitigate our facilities' environmental impact, which is in line with our corporate commitment to "do no harm."

Cannalive has developed and refined numerous standard operating procedures as well as other policies focused on improving environmental efficiencies and reducing our resource demand. We have implemented these same methods in our MA facilities and will continue to introduce new and improved concepts in the future.

Below are some examples:

- We only use VOC-free paint
- Wherever practical, we use motion-based lighting systems that automatically shut off after a pre-set period of time (e.g., in our bathrooms, vault, etc.)
- All staff is encouraged to turn off lights and non-essential electrical devices as they leave a room that is unoccupied
- We encourage all staff to walk, bicycle, use public transportation or share-riding services, and/or other green methods to get to work and we also encourage staff to use plug-in hybrid or electric vehicles
- To the extent permissible under current regulations, we strive to be a paperless facility (we create and store as many records as practical in a digital format, as opposed to keeping paper copies)
- We employ a recycling program for cans, cardboard, paper, and other typical office rubbish and use a dedicated recycling dumpster in the back of our facility
- We installed a commercial-grade HVAC system equipped with HEPA filters to reduce airborne contaminants

### *Disadvantaged Persons and Local Resident Staffing*

Cannalive will continue to work side by side with the local community to employ locally based management and staff and train them on our standard operating procedures and established work plans. All positions will be offered reasonable living wages, with benefits including health care and retirement plans.

All prospective employees are properly screened during the application, interview and hiring process to ensure that they meet both the requirements set by CCC regulations, and our own stringent internal standards for qualifications, experience, character, and professionalism. Our staffing plan includes a job description for each position in the company's structure, and the desired level of education, training, core competencies, and experience required to fill each position. We will ensure that all hired employees are familiar with the company's hierarchy in order to understand the supervisory structure of our organization.

We believe that diversity and inclusion are critically important as core business strategies that contribute to the overall success of an operation locally. When a company's workforce reflects the community it serves, it is better able to understand and meet the needs of patients and the region at large. As many of us are deeply rooted in the MA community, we know firsthand how important this is in practice.

We will implement our mission to advance diversity and inclusion in four core areas of our operations:

1. Company leadership
2. Recruitment and hiring
3. Professional development and retention
4. Partnerships with vendors

We will promote this vision through diversity-oriented hiring events, contracting with companies owned/operated/staffed by disadvantaged groups to fulfil operational needs related to architectural, engineering, design, construction, construction management, security, legal, janitorial, and other supporting services.

In order to reflect diversity throughout our organization, including providing opportunities for leadership, we will establish hiring and placement goals based on labor force statistics in the region.

*Diversity Goal: Recruitment and Hiring*

We will strive for, achieve, and maintain employment participation for protected group members (including but not limited to LGBTQA, racial minorities, women, veterans, disabled persons, and other disadvantaged local residents) throughout all job categories in proportion to the local labor force. Through active recruiting and careful development of job descriptions and training programs, we will ensure that overly restrictive and unnecessary minimum requirements will not limit our ability to employ diverse and disenfranchised candidates.

*Diversity Goal: Professional Development and Retention*

We will maintain employment participation for protected group members by retaining diverse employees and ensuring equal opportunity for advancement. Emphasis will be placed on hands-on skill development, promoting from within, and continued education opportunities. We will implement an onboarding process to orient new employees, which will ensure full understanding of their rights and obligations under the company's equal opportunity, anti-discrimination, and anti-harassment policies. It will also apprise them of relevant provisions of the Americans with Disabilities Act.

*Diversity Goal: Partnerships with Vendors*

We will be seeking partnerships with reputable, high quality diverse vendors and suppliers to provide third-party services necessary to achieve our goals. With all qualifications being equal, we will give preference to engaging locally based certified disadvantaged-owned businesses for support services and supplies.

*Cultivation Facility Access Policies*

Strict measures to control access to, and within, Cannalive's cultivation facility allows for a streamlined, effective means to verify the authenticity of any presented identification documents. Our cultivation facility is access-controlled both internally and externally, particularly in sensitive areas including those which may contain marijuana using a pin pad so only those agents with proper credentials may enter. Agents will only be granted access to restricted areas depending on their particular job responsibilities and specific authorizations. Note, we will immediately update security clearance for each agent upon advancements, demotions, suspensions and separations, as the case may be. Upon separation, agents must return their identification cards, keys and key codes, which will all be destroyed or wiped clean accordingly.

Accordingly, only those with proper credentials and authorization may enter. In accordance with MA regulations, only the following persons may enter our premises:

- A Cannalive agent (who, according to policy, must be at least 21 years of age)
- An authorized representative of the CCC, the Commonwealth, the local government authority, the local and/or state law enforcement and the like
- Any person not listed above who is at least 21 years of age and is otherwise authorized to gain entry (e.g., a serviceman, a vendor, an authorized visitor, etc.)

Upon arriving, visitors will enter through our front door leading to a "man-trap" lobby area, meaning the door leading to the interior of the facility from the lobby area will remain locked until: a) the facility front door is completely and securely closed, and b) a Cannalive agent buzzes the person into the second door after initial review of the person's identification documents and approval of the purpose for the visit. Persons who do not provide the required identification documents (e.g., current, valid government-issued identification card with photograph showing that the visitor is at least 21 years old) will be asked to leave the premises immediately. Those who provide the required identification will be granted access to a waiting area while staff further verifies and authenticates the documentation provided.

Cannalive will only accept identification documents that contain both an unobstructed photograph and date of birth of the person clearly indicating their age. Such identification documents must be valid and unexpired, as verified by careful review, including the use of an identification scanner approved by the CCC. The following forms of identification will be accepted:

- Driver's license or instruction permit issued by the Commonwealth of Massachusetts or any other state or territory of the United States
- Identification card issued by the Commonwealth of Massachusetts or any other state or territory of the United States for the purpose of proof of age of the holder of the card • United States military identification card
- A Merchant Marine Credential or other similar document issued by the United States Coast Guard
- A passport issued by the United States Government or a permanent resident card issued by the United States Citizenship and Immigration Services of the Department of Homeland Security, or

- A tribal identification card issued by a tribal government which requires proof of the age of the holder of the card for issuance

**Our check-in procedure must be completed upon every visit without exception.**

To ensure the safety of our facility, staff, and products, all persons who enter our facility are subject to security searches of their bags, purses and other personal effects, particularly upon reasonable suspicion of possession of illicit contraband or diverted product.

During all non-working hours, all entrances/exits to and from the facility must be securely locked. During the work day, all interior doors must remain locked to control access to each segregated area of the facility. Such doors can only be opened by authorized personnel and will only remain open for the limited time necessary to allow entry; once entry has been completed, the door must be shut closed again to prevent unauthorized access.

**Quality Control and Testing**

Cannalive believes that designing and implementing a comprehensive quality assurance (QA) program is absolutely critical to ensure quality control (QC). We will strive to create a systematic approach to cultivation that ensures uniformity, consistency and predictability from harvest to harvest, which in turn facilitates the production of uniform, consistent and predictable product for consumers. Our QA program consists of detail reviews, inspections and testing at key checkpoints during the cultivation process. So long as each member of our team is performing to expectations, particularly with regards to adhering to our QA protocol, we will produce products that meet our internal QC standards of excellence, which are pre-determined standards for each strain.

To verify the effectiveness of our QA program and to verify adherence to our internal QC standards, we will test our marijuana plants and products both internally and externally (using an independent testing laboratory). Agents working in our cultivation department will be tasked with, among other things, analyzing plant materials throughout the production process to ascertain the safety, health, integrity, viability, stability and purity of our plants and products.

All staff will be required to immediately report to departmental managers any actual or potential QA violations and/or QC issues, including any matters affecting plant health, product integrity, facility cleanliness and sterility, tool and equipment functionality, storage conditions issues, and so on. All issues which may ultimately adversely affect consumers will be immediately rectified, which may include measures to quarantine, dispose and destroy contaminated or otherwise unsafe products that do not meet our standards of excellence. Further, the internal procedures will comply with the reporting, surveillance, isolation and quarantine requirements of 105 CMR 300.000.

**Quality Assurance and Quality Control Policies & Procedures**

**Plant Inventory Management**

As a critical component of our QA program, every action taken to plants throughout our systematic process is recorded in our electronic inventory tracking system, METRC. Analyses of inventory reports by management are used for quality monitoring and quality improvement purposes. To implement this aspect of our program, every batch of marijuana seeds will be segregated by strain/variety and entered into METRC and issued a unique batch tracking number. Once approved for continued vegetative growth in our cultivation program, each immature plant will be issued a unique plant identifier (stored via a barcode) which will be securely attached to the plant and tracked by both the individual plant and its harvest batch (i.e., all other plants of the same variety grown under the same conditions in the same room at the same time). Similarly, with regards to clones/cuttings, immature plants will be issued unique plant identifier and tracked by the individual plant and by its harvest batch once the clone is successfully rooted and approved for continued vegetative growth. The assigned bar code remains with the plant throughout the entire cultivation life cycle. All actions taken to plants, including all nutrient feeds, pruning, foliar applications, transplants, environmental conditions, etc., will be recorded in METRC. Upon harvest, all data generated, including individual plant weight, harvest date, total plant wet weight, batch identifier, number of harvested plants, and general crop notes will also be recorded in METRC.

These inventory tracking techniques facilitate our QA program by providing our team with detailed information on each plant/batch in our facility, including each agent who performed an action related to a subject plant and the agent who recorded such action in METRC. Using this method, we are able to instantly create detailed reports for each and every plant grown onsite, which can then be analyzed by our QA team.

### Quality Assurance Inspections

Authorized staff will be tasked with constantly analyzing and assessing all plants during every stage of cultivation and processing to prevent and/or mitigate any deficiencies, pest/disease outbreaks or other issues which could be detrimental to the safety and quality of our medicinal products. Redundant techniques include daily spot checks, staff and managerial inspections, and internal potency and purity testing.

Additional measures to ensure product quality and quality improvement as part of our QA program include: implementing clean room protocols (similar to pharmaceutical manufacturing and pharmacy standards), daily facility and equipment sterility and cleanliness protocols, utilizing HEPA filters and other filtration devices as appropriate, safe and adequate potable water supply, promoting staff hygiene, ensuring Good Agricultural Practices (GAP), Good Handling Practices (GHP), using process validation testing and confirmation prior to full adoption, and promoting a healthy workplace environment.

### Inspection Schedules

Cannalife will continuously perform visual inspections of growing plants, harvested plant material, and final cured products ready for distribution to ensure there is no visible mold, mildew, pests, rot, or grey or black plant material.

Integrated within our SOPs are regularly scheduled inspections and scouting. Plants will undergo daily naked-eye scouting and weekly grow room inspections utilizing 40x or greater magnification lenses. Plant inspection starts at soil-level moving upward through the canopy. Agents will look underneath the leaves for pests and on the upper surface for signs of nutritional deficiencies. Any located pests or contagions are bagged and photographed for identification and archive records. Mineral deficiencies are reported to the cultivation manager and recorded in METRC.

Similarly, all batches of products post-harvest must also undergo scheduled inspections. Staff will be instructed to carefully review each product/material for signs of contamination or other issues at key process checkpoints (e.g., immediately after the harvest process, during the drying/curing process, upon each transfer of product from one room to another, upon/during/after packaging, upon/during/after shipment preparation, upon/during/after product delivery, etc.). Any products suspected of an issue will be transferred to quarantine immediately for further investigation.

Additionally, all room surfaces, air filters, and irrigation equipment are examined for evidence of pest and pathogen contagions. Remediation and corrective measures must be taken immediately to ensure a clean-room workplace environment.

#### *Pre-Distribution Quality Assurance Measures*

Below are some of Cannalive's QA policies and procedures covering aspects of our QA program after the successful cultivation and post-harvest processing of plant materials.

- All plant materials cultivated must undergo multiple internal QC and regulatory compliance inspections prior to approval for release to an independent laboratory for testing and prior to approval for release to our customers after passing such independent testing.
  - o The first such review will take place in the packaging room at the time of initial packaging and labeling by the employee responsible for the same.
  - o Prior to the packaged products' transfer to the vault for storage, a manager, or authorized designee, will conduct the second inspection.
  - o Thereafter, each time an item is transferred from the vault, its packaging and labeling will be inspected by the person responsible for the transfer.
- On the day of shipment, authorized agents will carefully transfer all itemized products identified on the transport manifest from the vault to the shipment preparation area for staging and a final audit/inspection prior to delivery.
  - o As items are removed from storage, they will be carefully inspected and reviewed for packaging and labeling QA compliance, ensuring all items are compliant with MA regulations and meet our stringent internal QA standards. All QA inspections and confirmations will be recorded in METRC.

- Once in the shipment preparation area, transportation personnel will carefully pack each item in the shipment into proper bulk shipment packaging (i.e., an unmarked, tamper-evident opaque box affixed with a copy of the transportation log and sealed with tamper-evident tape) while simultaneously conducting a physical audit, on a line item basis, against the transport manifest to ensure the shipment matches the log.
  - At this time, items will undergo a redundant QA inspection, including product packaging and labeling compliance, to ensure they are undamaged, unexpired and otherwise qualified for distribution. All inspections and confirmations will again be recorded in METRC.
- Marijuana may not be mishandled or mistreated.
- Unfit items failing QA inspection must be rejected and either corrected (e.g., relabeled or repackaged) or transferred for further inspection and/or destruction and disposal in accordance with company procedures.
  - All rejected items will be replaced with suitable products such that the shipment matches the transport manifest in all respects.
- Once placed in proper shipment packaging, the shipment packaging itself will be affixed with a label which clearly displays the unique shipment identification number, the description, including the weight, of each item, date and time of the sealing of the package for shipment, the name and ID number of the agent who prepared and sealed the package, and the name and address of Cannalive. Shipment labels will also display the name and address of the approved recipient.
  - Transport agents will ensure the shipment label is conspicuously located on each package (i.e., must be of sufficient size, not obscured, and in a noticeable location).
  - All labels, including their placement on the package, must be inspected for QA compliance and approved prior to continuing to the next step in the transportation procedure. All inspections and confirmations will be recorded in METRC.
- Prior to sealing any shipment packaging, transport agents must carefully inspect the packaged products and again cross-reference items with the transport manifest (which identifies all the products meant for shipment to the same recipient). Once confirmed, the agent will make a record of the inspection in METRC and release the shipment for delivery.

### Marijuana Product Handler Requirements

Employees must conform to best hygiene and sanitary practices while on duty, including:

- Maintaining adequate personal hygiene
- Wearing proper clothing, including gloves
- Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated

Employees handling marijuana must utilize facemasks and gloves in good operable condition, as applicable to their job functions and must comply with the requirements for food handlers specified in 105 CMR 300.000: reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

Employees must wash hands per established SOPs when handling marijuana. These requirements include washing hands with soap and hot water before beginning work, after using the lavatory and after meal breaks. Employees who are showing signs of illness, open wounds, sores or skin infections will be sent home and not allowed to handle marijuana until fully recovered. These instructions will be posted in appropriate areas such as lavatories, kitchens, breakrooms and lunch areas, and in multiple languages, as needed.

All areas, including contact surfaces, will be maintained with the utmost attention to cleanliness. The facility will be regularly cleaned to prevent contamination and unsanitary conditions. All cleanings will be closely monitored to ensure that the marijuana plants are not contaminated or come into contact with cleaning solutions.

Those employees failing to follow marijuana product handler requirements will be subject to discipline, up to and including suspension or termination.

#### *Prevention of Contaminants Entering the Facility*

In accordance with 935 CMR 500.105(3)(b)4, Cannalive will have sufficient equipment space necessary for sanitary operations, including space for placement of equipment and storage of materials (ie, supply and janitorial closets). Related, all toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products (they will be stored in a segregated storage closet designated for toxic item storage only).

In compliance with 935 CMP 500.105(3)(b)6, our facility, including all floors, walls and ceilings, is constructed in a manner allowing for adequate cleaning and repair. Related, the facility has compliant plumbing systems and compliant lavatory systems (employees are provided adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair), which was required to obtain our local C/O. Our plumbing is of adequate size and design and is adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing properly conveys sewage and liquid disposable waste from the facility. There is no cross-connections between the potable and wastewater lines.

Cannalive will monitor and control the access of people and materials entering and exiting the facility. All persons (employees, visitors, inspectors, law enforcement, etc.) entering the cultivation areas of the facility will be required to undergo a decontamination process before entering. After preadmission decontamination protocols have been met, only security may clear the individuals seeking access beyond the common areas of the facility.

Within the operational zones of the facility, specific safety, security and sanitation standards of operation are strictly enforced to guide employees in the proper execution of their various work tasks and product handling. Staff will only have authorized access to the specific areas where they work, eliminating unnecessary employee traffic within the facility, thus reducing the likelihood of any contamination.

All interactions between agents and plants are recorded in METRC and any potential source of problems must be recorded, reported and addressed before agents engage other daily duties.

Upon finding a potential problem that may cause a sanitation or other QA concern, the agent must immediately place a red magnetic triangle at the entrance door of the affected room. The triangle at the door acts as a visual notification for agents who may be coming to work on a new shift or are otherwise unaware of the triggering event. After proper recording, reporting and addressing of the problem, staff will affix a written warning notice to the room's door explaining the event so all staff who attempt to enter the room are aware of the situation and can adjust their procedures accordingly. All information on the notice will also be documented in our recordkeeping software. Once the event has been remedied, the warning triangle and the warning notice are removed.

To further guard against contamination, all materials entering our facility undergo a specific screening process. Prior to accepting a delivery, receiving agents will confirm that the delivery is expected, and the items being delivered match the order placed. After accepting the delivery, agents will separate the items from packaging materials. These packaging materials are potentially a source of contaminants and therefore will be discarded promptly outside of the facility and never allowed to enter the facility from beyond the shipment preparation area. The items delivered will be visually inspected for contaminants and cleaned with a sanitizing product. Only then will the delivery be approved for transfer to the interior of the facility (after a final visual inspection for contaminants).

### *Testing*

Prior to approval for distribution to our customers, all products produced by Cannalive are required to successfully pass both internal QC standards (including pre-determined strain and product specifications, within 95%-105% of set profile standards) and independent testing performed by a licensed and approved laboratory in MA.

Independent testing will be conducted after the materials have been dried, trimmed and cured according to protocol.

Representative samples of sufficient sizes/quantities will be selected randomly and provided to the independent lab. If our products pass testing, they will either be packaged for sale or transferred to the next phase in the production process, as the case may be. Note that all labels affixed to final products earmarked for distribution to patients will display the test results conducted by the independent laboratory.

If laboratory results indicate contaminate levels are above acceptable limited established levels set by CCC protocols, Cannalive will comply with 935 CMR 500.160(2) and transfer the affected batch to quarantine and notify CCC within 72 hours (if the contamination cannot be remediated) in accord with 935 CMR 500.160(2). The notification itself will describe our proposed plan of action for both destruction of the contaminated product and the assessment of the source of contamination.

## **Record Keeping Procedures**

### *Recordkeeping Processes and Policies*

Cannalive Genetics LLC. (“Cannalive”) uses established recordkeeping procedures with strict protocols for the efficient and effective creation and maintenance all required reports, records, logs, recordings, and other important business data, information, and documentation. In conforming with these protocols, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 5 years.

### *Electronic Recordkeeping Software*

Cannalive will use METRC as directed by the CCC.

METRC is a widely utilized, proprietary seed-to-sale inventory tracking and recordkeeping system with the capability to track products through the entire cultivation, manufacturing and dispensing process, allowing for accurate real-time inventory records. Upon entering a product into the system, a unique product ID will be issued for tracking and recordkeeping purposes. All actions taken to inventory as whole, by grouping, or by individual product will be digitally recorded for instant and long-term analysis purposes. Moreover, detailed records can be stored for several years. METRC also allows us to create precise inventory records at a moment’s notice, so any discrepancies or breaks in the chain of custody will become immediately apparent, igniting swift corrective measures to investigate and resolve issues.

Generally, we will use METRC to track and record all actions/information/documentation related to cultivation, production, shipping, receiving, labeling, handling, transferring, transporting, storing, stocking, disposing, returning and recalling adult-use marijuana products in accordance with all applicable MA laws, rules, and regulations.

All entries into the METRC system will include the unique employee ID number of the staff member taking the relevant action and recording the information in the system so that we know who is/was responsible for each step in our integrated processes, including who created each record or report. All appropriately authorized staff members will be thoroughly trained in the use and functionality of the METRC software system to ensure the accuracy and integrity of our recordkeeping system.

### *Records and Record Retention*

Cannalive uses best security practices for records storage, including but not limited to surveillance footage, security records, customer records, sales records, inventory records, and other business records. All physical records will be securely stored in a manager’s office (which will be access-controlled) within a commercial grade storage cabinet, closet, or other secure place to protect them from tampering or theft. Only authorized and properly credentialed agents may access the company’s records.

All records will be available for inspection by the Commission upon request and maintained in accordance with widely accepted accounting principles.

All electronic records will be stored in METRC in a manner that is password protected, TLS/SSL encrypted, and accessible only to those authorized persons with proper credentials.

Our facility will have an electronic back-up system for all written and electronic records, including surveillance recordings.

### Surveillance Recordings

Surveillance recordings will be stored onsite on password-protected hard drives, which will be secured within a limited-access office to protect recordings from tampering or theft. Only the facility manager and security manager will have the passwords to the hard drives. The office will remain locked and monitored at all times. This room will be accessible only to authorized personnel. Additionally, we will grant access to the security room to federal, state, and local law enforcement who are on official duty, security surveillance system service employees (only for the limited time necessary to perform their job responsibilities), the CCC or its authorized agents, and other persons with the prior written approval of the CCC (which is not anticipated at this time).

Within one business day following a request, we will provide unaltered copies of a video surveillance recording to the CCC or its authorized agents, law enforcement or other federal, state or local government officials if necessary to perform the government officials' functions and duties. If we have been notified in writing by the CCC or its authorized agents, law enforcement or other federal, state, or local government officials of a pending criminal or administrative investigation for which a recording may contain relevant information, Cannalive will retain an unaltered copy of the recording for 5 years or until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies the company that it is not necessary to retain the recording, whichever is longer.

### Human Resources Records

Cannalive will retain records of job applicants and employees, including but not limited to job applications, signed registration forms, signed employment agreements, state and federal criminal background reports, annual reviews, initial and refresher training certificates of completion, etc., in accordance with our Human Resources policies. Human Resources will also retain electronic and hardcopy versions of all training materials and attendance records for at least 5 years. All employee files and other relevant records will be made available for inspection by the CCC upon request.

### Diversity Plan Records

Cannalive is committed to our Diversity Plan and will keep accurate records to ensure its implementation, ongoing improvements where needed, and reporting. We will maintain applicant and employment records that reflect recruiting activities, the number and

characteristics of applicants and employees, and our employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants' voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status. This information will help us analyze whether we are attracting a diverse pool of applicants.

Additionally, we will keep materials evidencing our affirmative action efforts to ensure equity within Cannalive. This includes items such as copies of documents that indicate employment policies and practices, copies of letters sent to suppliers and vendors stating the Affirmative Action Policy and copies of letters sent to recruitment sources and community organizations.

Furthermore, Cannalive will maintain documentation of the following as part of our internal AAP/equity auditing and recordkeeping system:

- An applicant flow log showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for jobs
- Log of job offers, hires, promotions, resignations, terminations, and layoffs by employment category, gender, and diversity group
- Employment applications
- Compensation records

Cannalive will report on the participation level, by percentage, of diverse groups as owners, managers, staff, contractors, and professional service providers. These reports will include reports on promotions and advancements of individuals who are members of Diverse Groups, along with dollar amounts contracted to businesses representing Diverse Groups. These reports will be in addition to anything explicitly required by the CCC.

#### *Inspections, Servicing, Alteration, and Maintenance Records*

Cannalive will conduct maintenance inspections at least once every month to ensure all tools and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. Staff will keep written logs of all maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee ID number of the agent performing the maintenance. We will retain records of all inspections, servicing, alterations, and upgrades performed on the systems for at least 5 years and will make the records available to the CCC and its authorized agents within one business day following a request.

#### *Visitor Records*

Only authorized employees, authorized visitors and the CCC or its authorized agents, or other federal, state, or local government officials performing their official functions and duties may enter our facilities. When admitting a visitor, Cannalive will require the visitor to sign a visitor log upon entering and leaving any limited access area. We will maintain the visitor log in digital

and hard copy for 5 years and make the log available to the CCC, state or local law enforcement and other state or local government officials upon request if necessary to perform the government officials' functions and duties.

The log will include:

- Full name of each visitor
- Visitor identification badge number
- Time of arrival
- Time of departure
- Purpose of the visit
- Name and employee ID of the assigned escort

A copy of the visitor's identification documents will be affixed to the visitor log and stored for recordkeeping purposes.

### Transport Manifest and Shipping Records

In accordance with 935 CMR 500.105(13), Cannalive will generate printed and electronic transport manifests for each product shipment to accompany every transport vehicle should we ever transport marijuana. The manifest will, at a minimum, identify:

- Our name, address, and permit number
- The name and contact information for a Cannalive representative who has direct knowledge of the transport
- The name, address, and permit number of the delivery recipient
- The name and contact information for a representative of the recipient
- The name of the Cannalive agent that packaged/shipped the shipment
- The quantity, by weight or unit, of each marijuana batch or lot contained in the transport, including each batch/lot identification number
- The total number of individual packages/items in the shipment
- The date and approximate time of departure
- The date and approximate time of arrival
- The transport vehicle's make, model, and license plate number
- The identification numbers of each transport agent accompanying the transport

In any instance where the transport team is tasked with multiple deliveries within a single planned trip, Cannalive Industries will create separate transport manifests for each recipient which correctly reflects the specific marijuana in transit. Accordingly, each recipient must provide our team with a printed receipt for the adult-use marijuana received.

In accordance with company protocol, Cannalive will provide a copy of the applicable transport manifest to the recipient receiving the adult-use marijuana described in the transport manifest at least one day in advance of the scheduled delivery. Upon arrival, the transport team will provide a second copy of the transport manifest which may reflect any amendments or updates.

For quality assurance purposes, each transport manifest must be reviewed for accuracy and compliance and approved by a manager, or an authorized designee, who must record their approval prior to providing a copy of the manifest to the recipient and releasing the shipment for delivery.

Additionally, we will generate and maintain the following transportation records:

- All daily delivery schedules, including routes and delivery times (i.e., the trip plan)
- Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of adult-use marijuana

All transportation related records, including transport manifests, transport logs, trip plans, transport incident reports, and the like, will be stored for at least 5 years. Moreover, authorized staff will record in METRC in real-time:

- All transfers of product from the vault to the shipping area for shipment preparation
- All information contained on the packaging label and the transport manifest, including the name and address of the recipient
- All transfers of product from the shipping/receiving area to the transport vehicle, including all loading activities
- All transfers of product from the transport vehicle to the recipient, including all unloading activities
- The results of all audits and product packaging/labeling inspections
- The name of the person(s) making the entry, packaging the shipment, and completing the transport to maintain an unbroken chain of custody report
- The name and employee ID numbers of the manager or security manager overseeing the transport activities
- The name and employee ID numbers of all staff participating in the transport activities
- The date and time of shipment departure
- Trip plan details, including the route of delivery
- If applicable, any deviations from the trip plan, including time, location, reason for the deviation, and any trip plan modifications/updates
- The date and time of shipment arrival
- The date and time of the transfer of custody of the products
- The name and permit number of the recipient
- The names of all receiving staff from the recipient who participate in the delivery process

Upon request, we will provide copies of any transport manifest, printed receipts, and/or any other transportation related record to the CCC or its or its authorized agents, law enforcement or other federal, state, or local government officials if necessary to perform the government officials' functions and duties.

### Inventory Audit Records

Cannalive will establish inventory controls and procedures to conduct routine scheduled as well as unannounced daily, monthly, and annual inventory audits to confirm that our physical inventory matches our digital records stored in METRC. A written record will be created and maintained for each inventory audit which will include the date of the inventory audit, a summary of the inventory findings, and the names, signatures, and titles or positions of the individuals who conducted the inventory. All audit reports will be recorded digitally and in hard copy. All electronic records will be securely stored onsite for a minimum of 5 years and backed up for secure offsite storage.

### Recordkeeping Security Incidents

We will investigate any reports or notification of recordkeeping misconduct. Any loss or unauthorized alteration of company records discovered or suspected by any employee will be reported to the security manager immediately. We will report such incidents to the CCC and law enforcement as necessary. Upon discovery of a records security breach, we will review all recordkeeping and security policies to identify deficiencies and necessary corrective measures. We may engage the service of a third-party data security expert, as needed.

The alteration, falsification, loss or misplacement of records, failure to complete records/logs, gross inaccuracies, negligence or other errors of records will be considered policy violations and will not be tolerated. Employees will be investigated and disciplined, terminated and/or prosecuted, based upon investigation findings.

### Recalls and Returns Records

Cannalive will notify the CCC and any affected customers immediately upon becoming aware of any complaint made to Cannalive by a customer who reports an adverse event from using marijuana produced by our facility. The company will then cease producing the affected adult-use marijuana and coordinate the return of the recalled adult-use marijuana with the affected parties. All information related to the recall, including all steps taken to collect and transfer products, will be recorded in METRC, including:

- A copy of the complaint
- The name, address, permit number of the customer, if applicable, who sold and/or possess the affected product
- The name, product type, quantity, and unique product ID numbers of all recalled products
- Nature of the recall or complaint
- The date and time of any returned products
- The date and time of the product transfer to the quarantine room
- The name and ID number of all employees participating in any recall or product transfer activity
- If applicable, the date and time of product pickup from or transportation of affected products for purposes of destruction and disposal, including the employee ID numbers of all staff participating in each step of the pickup/transportation activities

- If applicable, the date and time of product destruction and/or disposal, including the method of destruction/disposal and the employee ID numbers of all staff participating in each step of the destruction/disposal activities

Upon identifying or receiving any returned, unfit (including but not limited to expired, damaged, deteriorated, mislabeled, or contaminated products), and/or recalled adult-use marijuana products, the manager will immediately update our electronic recordkeeping system.

### Business Records

In accordance with 935 CMR 500.105(9) as well as industry best practice, Cannalive Genetics will create and maintain the following business records:

- Employment policies and procedures
- Facility rules, guidelines, and policies
- Training materials
- Employment handbooks, manuals, and other documents
- Security policies and procedures, including:
  - o Staff identification measures
  - o Monitoring attendance of staff and visitors
  - o Alarm system plan
  - o Video surveillance plan
  - o Monitoring and tracking inventory
  - o Personnel security
- Policies and procedures for cultivating, processing, producing, shipping, receiving, packaging, labeling, handling, tracking, transporting, storing, disposing, returning, and recalling products containing marijuana in accordance with all applicable laws, rules, and regulations
- Workplace safety policies and procedures
- Maintenance, cleaning, and sanitation policies and procedures for the site, facility, tools, and equipment
- Inventory maintenance and reporting procedures
- Policies and procedures to investigate complaints and potential adverse events from other marijuana establishments or customers
- Other plans of operation
- Annual budgets, financial forecasts, and other business planning reports
- Transaction and sales records
- Expenses and expenditures records
- Inventory audit records, both internally and independently produced
- List of all current management and employees, including a separate list of all employees permitted to access any security and surveillance areas
- List of all company vendors, contractors, consultants, and permitted marijuana suppliers
- All notices and written communications with the CCC
- Other business records used in the operation of our facility

All business records, including full and complete plans of operation, will be made available to the CCC upon request and during any inspection of our sites and facilities.

### Other Records, Logs, and Reports

Cannalive will maintain many other records, logs, and reports which are not identified above, including but not limited to:

- Employee access logs, including the dates, times, and identities of those who entered/exited the facility
- Facility and equipment maintenance, sanitation, and cleaning logs
- Records whenever adult-use marijuana products or waste is disposed or handled, including date, type and quantity disposed or handled, the manner of disposal or handling, location, and the names of the 2 agents present with their signatures. These records will be kept for at least three years, or longer in the instance of any enforcement action
- Quarantine transfer logs and inspection reports
- Product destruction and disposal records, including date, time, and method of destruction/disposal (if applicable)
- Security incident reports, including:
  - o Reports of attempted breaches/break-ins
  - o Reports of vandalism, theft, violence, and other crimes
  - o Reports of the expulsion of persons from the premises
  - o Smoke, fire, and other alarm notifications
  - o Copies of police reports related to any event taking place on the site
  - o Diversion and other criminal activity internal investigatory reports, including preliminary reports, 7-day follow-up reports, and final reports written within 30 days of the applicable incident
  - o Inventory discrepancy reports
- Loss of power reports
- Reports of emergency events (e.g., fire, flood, other natural disasters)

## **Qualifications and Training**

### **Cultivation Position, Responsibilities and Required Qualifications**

Below are job descriptions identifying the expected positions and responsibilities at Cannalive Genetics LLC (“Cannalive”) cultivation facility. These positions will not be hiring when we open but as we grow these are what we anticipate our needs to be

#### **ASSISTANT CULTIVATORS**

##### *Job Summary:*

Perform tasks based on the schedule provided by the Senior Cultivation Manager. Apply knowledge of environmental-control structures, systems, and techniques.

##### *Responsibilities:*

1. Assist the Cultivation Manager in all aspects associated with indoor marijuana cultivation and processing, such as plant maintenance, feeding, pruning, manicuring, trimming, packaging, and curing
2. Observe and examine vegetative development, bloom development, and nutrient schedule to determine optimal conditions
3. Administer and maintain nutrient schedule
4. Identify any pests, diseases, or infestations and manage the outbreak
5. Maintain, clean and disinfect hydroponic systems, lighting systems, and environmental control systems
6. Record environmental conditions such as temperature, humidity, and any other pertinent information as requested by the Senior Cultivation Manager
7. Perform additional tasks as may be required by the Senior Cultivation Manager, including trimming responsibilities

##### *Qualifications:*

Strong indoor marijuana cultivation skills, preferably with 2+ years of experience in a licensed marijuana cultivation facility setting. College degree preferred. Must be able to follow direction and handle typical cultivation, harvest and post-harvest processing tasks.

#### **SECURITY MANAGER**

##### *Job Summary:*

Manage and direct security personnel in identifying, developing, implementing, and maintaining security processes and procedures across the organization to reduce risks, respond to incidents, and limit liability in all areas of financial, physical, and personal risk

##### *Responsibilities:*

1. Establish appropriate standards and risk controls associated with the physical property, marijuana, and electronic records
2. Act as liaison to the local police department.

3. Investigate any incidents regarding the physical property, marijuana, or electronic records
4. Organize periodic trainings pertaining to security for all security and administrative personnel

*Qualifications:*

Strong law enforcement and security background, preferably with 5+ years of experience in law enforcement. Must be able to manage a team of diverse backgrounds and professionally handle a variety of potential security concerns. College degree required.

**TRANSPORTATION PERSONNEL**

*Job Summary:*

Safely and securely account for transportation of marijuana to independent laboratories for testing and to licensed customers (ie, product manufacturers and dispensaries, as the case may be)

*Responsibilities:*

1. Strategically plan and implement the delivery routes to ensure safety and security of the delivered goods
2. Ensure the purchase order is identical to the delivery order
3. Disclose any discrepancies immediately to management
4. Maintain all required transaction documents for the Information & Records Manager's recordkeeping

*Qualifications:*

Must be licensed to drive in MA with impeccable driving record. Strong preference for security, military or law enforcement background. Must be able to quickly assess security threats and possess strong communication skills. College degree preferred.

**Staff Training and Education**

Our staff training and education plan is comprehensive, detailed and consistent with industry best practices. Trainers may include marijuana experts such as cultivators, dispensary managers, inventory and quality control specialists, attorneys, pharmacists, physicians, researchers, substance abuse treatment specialists and other subject matter specialists.

All trainers must be experienced in marijuana operations related matters relevant to operating a cultivation facility so that trainees are afforded the opportunity to become experts themselves on the topics discussed. All training programs and materials must be vetted and approved by our managers prior to use in staff training. Generally, before being authorized to work at our facility,

new hires must complete at least 10 hours of mandatory training. Additionally, staff will take at least 10 hours of annual on-going trainings.

Mandatory training covers the following subjects:

- Instruction on the cultivation and post-harvest processing of marijuana
- Marijuana pests and diseases
- Marijuana storage guidelines
- Adult-use marijuana packaging and labeling procedures

Additional initial-hire training includes:

- Training on the use and functionality of METRC our electronic inventory tracking and record keeping system
- MA Medical/Adult Use Marijuana Program law, rules and regulations
- Cannalive's rules policies and prohibitions
- Proper use of security equipment, measures and controls to prevent diversion, theft or loss of marijuana, including law enforcement and emergency responder interaction
- Legal requirements for maintaining status as a registered Cannalive agent
- Duties and responsibilities of each staff position
- Adult-use marijuana shipping, testing, storage, quarantine, returns, recall, disposal and handling protocol
- Record keeping, quality assurance inspections and other operational protocol

Our staff training program guarantees advanced ongoing and continuing education for Cannalive employees on all of the above identified subjects as well as those listed below:

- Updates to standard operating procedures
- The safe handling of marijuana, including an overview of common industry hazards, current health and safety standards and Cannalive best practices
- Legal updates training pertaining to the Commonwealth's Marijuana Program
- Key advancements in marijuana research
- Pharmacology of marijuana and its active ingredients
- Potential therapeutic and adverse effects of marijuana
- Dosage and forms of marijuana and their pharmacodynamic impact
- Potential consumer safety issues with marijuana use
- Other pertinent subjects which could enhance the level of production generated by Cannalive staff and the safety and satisfaction of our customers

As part of our commitment to keep staff current with advancements in training and education, staff will be offered elective training. Elective training subjects will be based on the employee's interest as well as skills needed to increase productivity and improve overall job performance. Included in such elective training will be advanced courses covering all previously identified topics.

After completing this training, employees will be tested to qualify the information retained and ascertain whether they are ready to begin hands-on training. All test results will be retained in the

employee's file. Records regarding responsible vendor training will be maintained for a minimum of five years and will be available to the Commission and other licensing authorities upon request.

Trainees will receive hands-on training in our facility from a manager or senior employee qualified to train new prospective employees.

This phase of our training program is very important and consists of four steps:

- Step 1. (Trainee watches, instructor performs the task). Trainees observe the instructor perform the tasks learned in the modules and may ask questions and take notes. After the trainee has observed the task being properly performed enough times, they move on to the next step.
- Step 2. (Trainee helps, instructor performs the task). In this stage, trainees provide help to the instructor in performing the task. After the instructor feels that the trainee has mastered the basics skills and procedures, the trainee moves to the next step.
- Step 3. (Trainee performs, instructor helps). Here, the roles are reversed and the trainee is now in charge of performing the specific task while still being helped by the instructor. Once the trainee and instructor are comfortable with the trainee's performance, they jointly decide to move to the next step.
- Step 4. (Trainee performs, instructor watches). At this point, the trainee is performing the task on his/her own under the supervision of the instructor who will correct the trainee if necessary but will try to avoid direct assistance.

After the trainee has repeated Step 4 enough times and the instructor is satisfied with their performance, the instructor will schedule an on-the-job-evaluation. The trainee is expected to perform the required duties at the level of a full-fledged employee. Trainees are encouraged not to rush as they are only given two chances to pass the evaluation. If a trainee fails both attempts, their training ends and they must either repeat Steps 1-4 or will be terminated from employment.

### Responsible Vendor Training

In accord with 935 CMR 500.105(2)(b), all owners, managers and employees that handle marijuana or conduct sales of marijuana must successfully complete a responsible vendor program in an effort to be designated a "responsible vendor." Such program must be completed within 90 days of hire. All those agents involved in the handling and sale of marijuana must successfully complete the program once every year thereafter to maintain designation as a "responsible vendor." HR shall maintain records of all responsible vendor training program compliance for 4 years and make them available to inspection by CCC and any other applicable licensing authority upon request during normal business hours.

## *Personnel Policies Including Background Checks*

### *Hiring Policies*

All prospective Cannalive Genetics LLC (“Cannalive”) agents will be properly screened during the application, interview and hiring process to ensure that they meet both the requirements set by Massachusetts regulations and our own stringent internal standards for qualifications, experience, character and professionalism. Our hiring plan will include a job description for each position in the company’s structure, and the desired level of education, training, core competencies, and experience required to fill each position. We will also make sure that hired employees understand the company’s hierarchical structure in order to appreciate the supervisory structure of our organization.

All employees must be at least 21 years of age and must be registered with the Commonwealth’s program prior to commencing work. If our required background checks during the hiring process uncover any felony convictions or other disqualifying criminal offenses, the subject applicant will not be hired. Similarly, upon discovering that any employee has a felony conviction or other disqualifying criminal offense after hire, the subject employee will be terminated. All agents are subject to random drug screening as well as follow-up criminal background checks.

In addition to comprehensive criminal background checks and thorough interviews prior to hire, each employee will be required to sign a company Code of Conduct affirming each person’s commitment to, among other things, the following:

- Reviewing and complying at all times with MA law and regulations related to the person’s job responsibilities
- Reviewing federal law relating to adult-use marijuana
- Prevention of theft and diversion
- Strict product control
- Prevention of onsite consumption of adult-use marijuana
- Maintain an unbroken chain of custody for all marijuana on the premises
- Adhering at all times to our strict quality assurance measures
- Adhering at all times to our facility access policies and procedures, including our check-in protocol and visitor policy

Staff will reaffirm such commitment on a yearly basis, or they will be subject to suspension and possible termination.

### *New Hire Paperwork*

Prospective employees shall be provided with the necessary documents in order to register with Cannalive as a new employee, including:

- Application for employment
- New employee information form
- W-4 (Federal Withholding Allowance Certificate)
- Employee Withholding Allowance Certificate

- I-9 (Employment Eligibility Verification)
- Direct deposit enrollment
- Health and Dental Plan Information
- Health and Dental Plan Enrollment
- Health and Dental Plan Waiver
- Instructions to obtain required fingerprinting and criminal background check
- Registration information for Agent Training Curriculum

### Employee File

Upon initiating employment, a personnel file with all new hire paperwork and other appropriate documentation is created for every employee and maintained by Cannalive.

Employee files shall contain, at least:

- Name, address, and occupation
- Rate of pay
- Amount that is paid each pay period
- Hours worked each day and workweek
- Proof of eligibility to work in the U.S.
- Candidate screening
- Resume
- Employment application
- References
- Interview feedback
- Proof of completing fingerprinting and criminal background check
- Executed copy of the Cannalive Employee Handbook Acknowledgement
- Performance evaluations
- Disciplinary discussions and actions
- Incident reports involving the employee
- Offer letter

An employee's personnel file shall be confidential and accessed only on a "need to know" basis by authorized employees. Access to all personnel files will be tracked.

Employees have a right to review the contents of their personnel file and may do so by contacting their supervisor.

Upon written request, copies of personnel documents with the exception of confidential reference materials shall be made available to an employee.

Employee files shall be maintained for a period of four years following separation as an employee from Cannalive, for any reason.

Employees shall promptly report to their supervisor or Human Resources any changes in name, address, telephone number, direct deposit banking information, and/or changes to dependent on W-4.

### New Hire Training

New employees shall complete new hire training during their first week as an employee of Cannalive.

New hire training shall include:

- Distribution of the Employee Handbook
- Substance abuse
- Non-discrimination and anti-harassment
- Confidential information
- Conflicts of interest
- Detection and prevention of diversion
- Incident reporting
- Federal and state marijuana laws and regulations
- Employee conduct
- Security procedures
- Safety procedures
- Completion of Marijuana Training Course
- Job duties and responsibilities
- Proper procedure to clean and sanitize work surfaces utilizing sanitizing agents registered by the United States Environmental Protection Agency
- Employees shall acknowledge and agree to the terms of Cannalive' Employee Handbook by signing the Cannalive Employee Handbook Acknowledgement form

Attendance of new hire training shall be documented by retaining all materials presented during training in addition to the training attendance log.

### Continuing Training

Cannalive shall conduct continuing education and training for all employees which will include, at a minimum, up to date information concerning:

- The pharmacology of marijuana and its active components
- The potential therapeutic and adverse effects of marijuana
- Dosage forms of marijuana and their pharmacodynamical impact
- MA laws, rules and regulations pertaining to the sale of marijuana

Attendance of new hire training shall be documented by retaining all materials presented during training in addition to the training attendance log.

### Optimal Staffing

Cannalive shall maintain a concentrated core of supervisory positions and an adequately sized staff in order to provide a consistent level of:

- Experienced staff that is cross trained to provide redundancy in the event of an unforeseen loss of a staff member (eg, due to sickness, termination, or other separation/departure)
- Safe cultivation operations
- Adequate security and threat prevention

Cannalive shall adjust staff as appropriate in coordination with observable and sustained changes in market demand that require an adjustment to our supply plan.

### Employee Separation

As a company policy, any Cannalive agent found intentionally violating Commonwealth law or established company protocol will be immediately terminated. Similarly, at all times all agents must strictly comply with the suitability standards for registration as a Marijuana Establishment Agent as set forth in 935 CMR 500.802 or they will be immediately dismissed as an employee of the company.

Once an individual's employment with Cannalive has completed:

- The supervisory manager or designee will take custody of the individual's ID card, restrict access to the facility and notify the state
- Obtain any keys or access control devices
- Discontinue use of individual's Cannalive's email account
- Confirm return of confidential Cannalive documentation
- Notify security personnel that the individual may not access Cannalive premises absent written authorization from an officer of Cannalive

Within one business day of a Cannalive employee's separation from the company, whether voluntary or involuntary, the supervisory manager will notify the state of an employee's separation including:

- The circumstances of the employee's separation
- Whether any further investigation and/or follow up is required
- An exit interview may be performed

### Federal Regulations Acknowledgment

Cannalive shall require all employees to sign an Attestation Form upon initial hire acknowledging that they understand that the United States Congress has determined that marijuana is still considered a 5 controlled substance and it has been placed in Schedule I of the Controlled Substances Act. Cultivating, manufacturing, processing, dispensing, handling, distributing and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal laws. MA's law authorizing the Commonwealth's Medical/Adult-Use Marijuana Program will not excuse any individual from any violation of the federal laws governing marijuana or authorize any registrant to violate federal laws.

### Equal Employment Opportunity (EEO) Commitment

Cannalive is an equal opportunity employer. We are committed to hiring the highest quality employment applicants regardless of race, creed, color, religion, sex, gender identity, sexual orientation, disability, age, socioeconomic status, political views, veteran status or national origin.

Our hiring practices will reflect our core belief that a diverse organization is crucial to fostering innovation, tolerance, high achievement, and a safe and accepting workplace environment. We will hire and train diverse staff sourced from the local talent pool proximal to our facility location which will mirror the diversity of the community.

Our EEO policies will be memorialized within our Employee Handbook issued to all new employees upon hire. During employee initial training and annual retraining, management tasked with training responsibilities will reiterate and reinforce our EEO policies and will address any questions or concerns related thereto.

Diversity reports will record the participation level (by raw figure and by percentage) of diverse groups as owners, officers, financial backers, managers, staff, independent contractors and third-party service providers. These reports will include details on salaries, promotions and other compensation for diverse persons and companies.

All analytics and related measures will be recorded in quarterly diversity reports for internal executive-level review to ensure we are meeting our diversity goals and staying true to our diversity commitments. While reviewing these reports, Cannalive executives will also review diversity reports of all new hires, all new promotions, all recent terminations and other relevant staffing and employment records. If appropriate, we will determine areas in need of improvement and develop a corrective plan of action for immediate implementation.

### Non-Discrimination and Anti-Harassment Policy

Cannalive is committed to maintaining a work environment which values human diversity and respects individuals. This policy applies to all jobs at Cannalive.

It is the policy of Cannalive to not discriminate or allow the harassment of employees or applicants for employment on the basis of gender identity or expression, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, age, genetic information, marital status, pregnancy, childbirth, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the 6 job.

Cannalive will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to any of the above characteristics or any other characteristic protected by law in all employment practices as follows:

- Employment decisions at Cannalive are based on legitimate job-related criteria
- All actions or programs that affect qualified individuals, such as employment, reclassification, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination
- Cannalive will upon request disclose information concerning minority employees
- Cannalive employees may choose to voluntarily disclose their gender identity or expression, race, national origin, disability, protected veteran status, or sexual orientation at any time by contacting a manager
- Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions
- Employees and applicants with disabilities are encouraged to inform Cannalive if they need a reasonable accommodation to perform a job for which they are otherwise qualified
- Cannalive will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities

Cannalive employees and applicants for employment will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations.

Cannalive will not discharge or in any other manner discriminate against employees or applicants for employment because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant for employment. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions should not disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- In response to a formal complaint or charge
- In furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by Cannalive; or
- Consistent with Cannalive legal duty to furnish information.

### *Complaints of Discrimination & Anti-Harassment*

Cannalive has developed the following procedure to provide prompt and equitable resolution of complaints concerning equal employment opportunities/discrimination/harassment complaints.

By using this complaint process, other complainant rights and remedies that may be available under federal or state statutes prohibiting discrimination will not be affected.

Any Cannalive employee, visitor, customer, or contractor claiming to have been discriminated against by Cannalive may use this procedure to file a complaint.

The Discrimination Complaint Form will be available to all complainants upon request. Cannalive will take seriously and will promptly investigate all such complaints. Complaints should be addressed to Human Resources. Complaints must be filed, in writing, within 180 days after the complainant became aware of the alleged discrimination.

Complaints must contain the following information:

- Name, address, and telephone number of the person filing the complaint
- A brief description of the illegal discrimination, including the location and date of the illegal discrimination

If the complaint has not been informally resolved within thirty (30) days of receipt of the complaint, Human Resources, or the HR designee, will conduct a formal investigation of the discrimination complaint. A formal investigation may also commence upon the complainant's request or Cannalive's discretion. Human Resources, or the HR designee, shall issue a written report of the results of the investigation. The report will provide a determination of the merits of the complaint as they may relate to applicable federal or state law, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (revised 1992), Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. Additionally, if applicable, the report will provide options for substantive resolution of the complaint and recommendations for corrective measures. The written report should be submitted to a Compliance Officer within 180 days of the receipt of the complaint. The Compliance Officer will make a decision based on the record and will notify the complainant, in writing, of the decision and the basis for the decision, within twenty days of receipt of the written report.

#### *Accommodation of Individuals with Disabilities*

Cannalive complies with the Americans with Disabilities Act ("ADA"), as amended, and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. We are committed to providing equal employment opportunities to all individuals, including those with disabilities, and will engage in an interactive process to determine the availability of a reasonable accommodation to any qualified individual who:

- Requests a reasonable accommodation during the application process
- Requests a reasonable accommodation to enable them to perform essential job functions or gain access to company facilities; or
- Asks for a reasonable accommodation to enjoy equal benefits and privileges of employment

It is Cannalive's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment
- Keep all medical-related information confidential in accordance with the requirements of the AD and retain such information in separate confidential files
- Engage in an interactive process with applicants and employees with disabilities to determine if a reasonable accommodation exists that would allow the applicant or employee to perform the essential functions of the position, and would not create an undue hardship on Cannalive
- Notify individuals with disabilities that Cannalive provides reasonable accommodation to qualified individuals with disabilities, by including this policy in Cannalive employee handbook.

Cannalive employees experiencing a disability that is contributed to or caused by pregnancy may request a reasonable accommodation.

Cannalive will explore all possible means of providing the reasonable accommodation. Options that will be considered by Cannalive include changing job duties, changing work hours, relocation, providing mechanical or electrical aids, transfers to less strenuous or less hazardous positions, and providing leave. All requests for reasonable accommodations will be processed in a timely manner and, as appropriate, Cannalive will provide reasonable accommodations promptly.

Human Resources will administer this program and any employees needing a reasonable accommodation should contact their immediate supervisor or Human Resources for assistance.

### **Whistleblower Protections**

Cannalive maintains its commitment to integrity and ethical behavior. Additionally, Cannalive is committed to maintaining a workplace where employees are free to raise good faith concerns regarding its business practices.

It is the responsibility of every employee to immediately report suspected violations of Cannalive policies and procedures, or federal, state, or local law.

In accordance with Whistleblower Protection regulations, Cannalive will not tolerate harassment, retaliation, or any type of discrimination against any employee who:

- Makes a good faith complaint regarding suspected company or employee violations of the law

- Makes a good faith complaint regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, or participates in a proceeding in relation to alleged violations of the law.

Examples of violations include, but are not limited to:

- Theft or other misappropriation of assets
- Billing for services not performed
- Misstatements and other irregularities in the records of Cannalive, including the intentional misstatement of the results of operations
- Forgery, falsification, or other wrongful alteration of documents; and
- Fraud and other acts that are in violation of federal, state, or local laws.

If a Cannalive employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee must exercise sound judgment to avoid baseless allegations.

An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Adverse employment actions, such as demotion or termination, and discrimination, threats, and harassment, as a result of an employee's decision to provide good faith information regarding violations of the law, will not be tolerated.

Anyone violating this policy may be subject to discipline, up to and including termination of employment.

### *Drug and Alcohol Policy*

Cannalive will make every reasonable effort to prevent the use of alcohol and drugs, including marijuana, on the registered premises (including adjacent parking areas) in any form and will prohibit any paraphernalia showing evidence of marijuana consumption from being brought into a facility.

Any employee found to be in violation of this rule will be terminated immediately and reported to law enforcement for further actions. Any patron found to be in violation of this rule will be subject to suspension or permanent expulsion from the facility, and, if appropriate, will be reported to law enforcement.

Prevention measures include the following:

- Train all staff upon hire on the company's rules, including the prohibition against the use of alcohol and drugs, including marijuana, on the registered premises
- Require all staff to read and execute an acknowledgment that they are aware of MA regulations and Cannalive's policies regarding the use of alcohol and drugs onsite and agree to abide by such rules and regulations

- Display clear, legible signage in at the entrance to each facility, as well as in the waiting room and service/dispensing room (if applicable), which restates the prohibition.
- The monitoring of live surveillance feeds from our surveillance cameras located throughout our facility

### Smoke-Free Workplace Policy

It is our strict policy to prohibit smoking anywhere on the registered premises (including adjacent parking areas) in order to provide and maintain a safe and health workplace environment for all agents, patrons and visitors. Employees who violate the prohibition against smoking are subject to suspension and possible termination.

### Pay Periods

Cannalive employees shall be paid on a bi-weekly basis through direct deposit.

Paydays shall be scheduled on Fridays, and if a scheduled payday falls on a bank holiday, employees shall be paid on the Thursday preceding the bank holiday.

All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, shall be withheld automatically from an employee's paycheck.

Employees shall be instructed to review all of their paychecks for errors.

Any mistake in an employee's paycheck shall be reported to their supervisor immediately so necessary steps may be taken to correct the error.

### Overtime Pay

In order to provide the best possible service to our customers and maintain an efficient operation, it may be necessary for Cannalive employees to work overtime.

Non-exempt employees shall be paid one and one-half times (1½) their regular hourly rate of pay for all hours worked beyond forty (40) in any given workweek.

Workweeks shall begin on Sunday and end on Saturday.

Employees shall obtain prior approval from their supervisor to work any overtime.

Cannalive shall expect employees to be willing and able to work overtime upon request.

Cannalive shall attempt to provide employees with reasonable notice when the need for overtime work arises though advance notice may not always be possible.

### Employee Classifications

Cannalive employees shall be informed of their initial employment classification and status as an exempt or non-exempt employee upon hire.

If an employee changes positions during their employment as a result of promotion, transfer, or employment responsibilities change, Human Resources shall inform the employee of any change in their exemption status.

*Regular, full-time employees* shall mean employees hired to work thirty (30) hours per workweek on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.

*Regular, part-time employees* shall mean employees hired to work fewer than forty (40) hours per week on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.

*Temporary employees* shall mean employees engaged to work full time or part time on Cannalive payroll, usually to fill in for vacations, leaves of absence, or projects of a limited duration, with the understanding that their employment will end no later than six (6) months after their start date. With written approval from Human Resources, temporary employment may be extended beyond six (6) months.

*Non-exempt employees* shall mean employees who are required to be paid overtime at the rate of one and a half times (1½) their regular rate of pay for all hours worked beyond forty (40) hours in a workweek, in accordance with applicable federal, state, and local wage and hour laws.

*Exempt employees* shall mean employees who are not required to be paid overtime, in accordance with applicable federal, state, or local law. Executives, professional employees, outside sales representatives, and employees in certain administrative or computer-related positions are typically exempt.

### On the Job Training

Cannalive shall pay for any required training programs including safety training, security training, continuing education when necessary for job safety and work performance.

Training shall be conducted during regular working hours whenever possible.

Cannalive employees may be tested from time to time to evaluate the effectiveness of any training programs.

### Promotion

Promotion decisions regarding eligible employees shall be based on the employee’s qualifications and past performance as well as supervisor evaluations of an employee’s potential. All promotions or transfers are made in accordance with Cannalive’ Non-Discrimination and Antiharassment policy.

### Attendance and Punctuality

All agents are expected to arrive to work on time before their shift begins. Patterns of absenteeism or tardiness are grounds for disciplinary action. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (“FMLA”) are acceptable so long as medical documentation within the guidelines of the FMLA have been provided.

Vacations and holidays must be scheduled in advance with management. Sick leave may be used in the case of emergencies or sudden illness without prior scheduling, however the agent is expected to notify dispensary management of the situation as soon as practical.

Not reporting to work and not calling to notify management of the absence is grounds for disciplinary action. The first violation will result in a written warning. A subsequent violation may result in suspension or termination of employment.

### Staff Hygiene

All Cannalive employees will be required to come to work in a clean and hygienic manner. Staff will be required to frequently wash their hands, particularly after handling marijuana, handling equipment coming into contact with marijuana, coming into contact with a customer, visitor or any other person, and after eating or using the restroom.

Employees failing to follow hygienic protocols may be subject to suspension or termination. The hygiene policy will help ensure a safe, sanitary, sterile, contamination-free workplace environment. All uniforms and work attire must be clean and free of dirt, debris, dust, and the like. Staff found wearing soiled uniforms or work attire will be asked to immediately rectify the issue and may be sent home by management for failure to do so.

Cannalive will provide our employees with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. Such hand-washing facilities will be located within adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair. Effective non-toxic sanitizing cleansers and sanitary towel service or suitable hand drying devices will be provided.

Additional hand-washing facilities will be located within each facility where good sanitary practices require employees to wash and sanitize their hands.

### OSHA Compliance

The health and safety of all employees is of paramount importance to Cannalive. Therefore, we require absolute compliance with all applicable Occupational Safety and Health Administration (“OSHA”) standards, including the General Duty Clause of the OSH Act which requires employers to keep their workplace free of serious recognized hazards, to assure a safe and healthful workplace.

In accordance with our SOPs, we will ensure our employees are accorded a suitable workplace environment free from recognized hazards that may cause death or serious physical harm. In doing so, we will comply with occupational safety and health standards promulgated under the OSH Act of 1970.

Cannalive expects each employee to comply at all times with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH Act which are applicable to his or her own actions and conduct. To facilitate, we will provide sufficient employee training, written SOPs, and written guidelines, as applicable, so all staff is knowledgeable about and can maintain compliance with these standards.

Notably, in accordance with Section 11(c) of the OSH Act, Cannalive does not discriminate against our agents for exercising their rights under the OSH Act. These rights include filing an OSHA complaint, participating in an inspection or talking to an inspector, seeking access to employer exposure and injury records, reporting an injury, and raising a safety or health complaint with the employer.

#### *Injury and Illness Prevention Program*

Cannalive will require all agents to report to a supervisor any personal health condition that might compromise the cleanliness, sanitation, integrity, safety, or quality of our adult-use dispensary facility or the products the dispensary agent might handle, or that might impact the health and safety of customers, visitors, or other staff members. All illnesses and health conditions reported will be treated with extreme precaution. Employees will never be reprimanded for disclosing a health condition to a supervisor.

When notified, supervisors will in turn notify the applicable manager of the circumstances of the employee's health condition. The manager will use their best judgment to protect the interests of the company, always erring on the side of caution. Optional action plans include:

- Addressing the situation to eliminate the possibility of a cleanliness or quality issue with marijuana which might be handled by the employee (such as providing gauze or a band-aid in case of a minor cut)
- Segregating the employee from interacting with other persons and prohibiting them from handling marijuana
- Sending the subject employee home for the day to rest
- Advise the subject employee to visit the emergency room or medical specialist

If the condition is more serious, the subject employee will be asked to refrain from returning to our facility until cleared by a physician.

Upon any instance of a reported health condition, the employee's personnel file will be updated by the human resources for historical record keeping purposes.

#### *Disciplinary Action and Separation*

As a company policy, any Cannalive agent found intentionally violating Commonwealth law or established company protocol will be immediately terminated. Similarly, at all times all agents must strictly comply with the suitability standards for registration as a Marijuana Establishment Agent as set forth in 935 CMR 500.802 or they will be immediately dismissed as an employee of the company.

All policies and procedures will be administered by Cannalive based upon its interpretation of the facts of any incident(s).

All issues of misconduct will be investigated thoroughly and any application of this policies and procedures will be handled in a fair and consistent manner.

Cannalive may adapt disciplinary procedures or use immediate termination in certain circumstances, including but not limited to:

- Unauthorized removal of Cannalive or a Cannalive employee's property;
- Dishonesty;
- Breach of confidentiality;
- Fighting;
- Deliberate violations of policies and procedures adopted by Cannalive; and
- Any unlawful conduct that reflects negatively on Cannalive.

Cannalive considers extended absence without proper notification, and failure to return to work after the conclusion of a leave of absence, paid time off, vacation, etc. as voluntary forms of termination.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for departure and the effect on employee benefits.

Once an individual is no longer associated with Cannalive as an employee due to either voluntary or involuntary termination of employment, the individual is required to return:

- Their ID card;
- Any keys, fobs, or other entry/access devices;
- Company-issued electronic devices or other property; and
- Confidential documents (e.g. manuals, customer lists, etc.).

Former employees shall not attempt to access Cannalive premises in the future without express written approval from an officer of Cannalive.

## *Maintaining Financial Records*

### *Recordkeeping Processes and Policies*

Cannalive Genetics LLC (“Cannalive”) uses established recordkeeping procedures with strict protocols for the efficient and effective creation and maintenance all required reports, records, logs, recordings, and other important business data, information, and documentation. All recordkeeping systems will strictly comply with 830 CMR 62C.25.1 and any other recordkeeping requirements under Massachusetts law, including without limitation 935 CMR 500.140. In conforming with these protocols, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 5 years.

### *Financial Records Retention*

Cannalive uses best security practices for records storage, including but not limited to sales records, audit records, banking records, accounts payable/receivable records, budget and financial planning records, and other business records. All physical financial records will be securely stored in a manager’s office (which will be access-controlled) within a commercial grade storage cabinet, closet, or other secure place to protect them from tampering or theft. Only authorized and properly credentialed agents may access the records. All electronic records will be stored in a manner that is password protected, TLS/SSL encrypted, and accessible only to those authorized persons with proper credentials.

Our facility will have an electronic back-up system for all written and electronic financial records. Duplicate records will be stored within an access-controlled facility maintained or recommended by our trusted commercial security monitoring service provider (e.g., Iron Mountain), if approved by the CCC. Cannalive will require our offsite record storage location to be protected by 2 independent security alarm systems monitored by 2 independent commercial security monitoring services, if requested by the CCC.

### *Cultivation Transaction Records*

Upon the successful completion of a marijuana transaction, a Cannalive agent will issue a transaction receipt then access and update our electronic recordkeeping system with all pertinent sales information, including information recorded on the sales receipt, including:

- The date and time of distribution
- The quantity, type, and form(s) of marijuana distributed
- Any other required data

Upon each completed transaction, Cannalive will immediately update our electronic tracking system with the information contained on the sales transaction receipt, thereby ensuring real time, accurate information on cultivation sales activities are readily available to system users.

At all times, Cannalive will implement sound accounting practices to ensure separate accounting for marijuana and non-marijuana sales in accordance with 935 CMR 500,140(6)(f). Notably, Cannalive's cultivation facility will not be co-located with a cannabis retailer.

### Financial Records

In accordance with 935 CMR 500.105(9) as well as industry best practice, Cannalive will create and maintain the following financial records:

- Annual budgets
- Financial forecasts and other business planning reports
- Balance sheets
- Income statements
- Cash flow statements Transaction and sales records, including copies of receipts
- Expenses and expenditures records
- Bank statements
- Tax records
- Financing agreements (e.g., copies of loan documents, lines of credit, etc.)
- Financial audit records, both internally and independently produced

All financial records will be made available to the CCC upon request and during any inspection of our sites and facilities.

### Measurements

#### Diverse Staffing

In order to measure the hiring of 50% of our staff from diverse categories (i.e., minorities, persons with disabilities, women), the following metrics will be instituted:

- Annually, the applicant will count the total number of positions in our facility and then will count the number of individuals hired who are verified minorities, persons with disabilities and/or women. These numbers will be assessed to ensure that 50% or more of all individuals hired fall within this goal.

*NOTE: Cannalive acknowledges that the progress or success of this Diversity Plan, in its entirety, must be documented annually upon renewal (one year from provisional licensure, and each year thereafter regardless of whether or not Cannalive has secured a final license).*

*ALSO NOTE: Cannalive will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.*

*ALSO NOTE: Any actions taken, or programs instituted, by Cannalive will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.*

**BILL PAYMENT PLANNER**

YEAR		Initial Balance		January	February	March	April	May	June	July	August	September	October	November	December
<b>2021</b>		-		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Income</b>				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Expenses</b>				0.00	0.00	2000.00	2000.00	0.00	0.00	0.00	0.00	38500.00	87500.00	9210.00	9210.00
<b>Balance</b>				0.00	0.00	(2000.00)	(2000.00)	0.00	0.00	0.00	0.00	(38500.00)	(87500.00)	(9210.00)	(9210.00)
<b>Cumulative</b>				0.00	0.00	(2000.00)	(4000.00)	(4000.00)	(4000.00)	(4000.00)	(4000.00)	(42500.00)	(130000.00)	(139210.00)	(148420.00)

**INCOME**

No	Category	Sub Category	Description	RECURRING BILL		EXCEPTION		January		February		March		April		May		June		July		August		September		October		November		December	
				All Months		January		February		March		April		May		June		July		August		September		October		November		December			
				Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
1	Flower	Flower	Flower																												
2	Trim	Trim	Trim																												
3																															
4																															
5																															
6																															
7																															
8																															
9																															
10																															

**EXPENSES**

No	Category	Sub Category	Description	RECURRING BILL		EXCEPTION		January		February		March		April		May		June		July		August		September		October		November		December	
				All Months		January		February		March		April		May		June		July		August		September		October		November		December			
				Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
11	Rent																														
12																															
13	Nutrients																														
14																															
15	Electricity																														
16	Water/Sewer																														
17	Internet																														
18																															
19																															
20																															
21	Alarm 1																														
22	Alarm 2																														
23																															
24																															
25																															
26	Business Insurance																														
27																															
28	Buildout																														
29	Equipment																														
30																															
31	Legal Fees																														
32																															
33	Salaries & Wages																														
34	Employee Related Expenses																														
35	MicroMarijuana License																														
36	Holyoke 3% Gross Revenue																														
37	Product Testing																														
38	Accounting Costs																														
39	Banking Fees																														
40	City Permits																														
41	Loan Payments																														
42	Architect																														
43																															





## **Restricting Access to Age 21 and Older**

### ***Employees***

No person may be hired as an employee who is less than 21 years of age. Nor shall any person be recruited, promised employment, or have any contact in regards to potential employment if that person is less than 21 years of age.

### ***Non-Employees***

All contractors, registered local agents, and visitors must show identification proving that they are older than 21 years of age before entering the premises.

### ***Other***

No person less than 21 years of age is allowed on the premises under any circumstances. In the case that a person less than 21 years of age enters the premises by fault of security, breaking and entering, or other means, the incident shall be recorded in the security log, a formal report must be filed, and the incident must be reported to local authorities and the Massachusetts Cannabis Control Commission.

## Quality Assurance and Quality Control Policies & Procedures

### Plant Inventory Management

As a critical component of our QA program, every action taken to plants throughout our systematic process is recorded in our electronic inventory tracking system, METRIC. Analyses of inventory reports by management are used for quality monitoring and quality improvement purposes. To implement this aspect of our program, every batch of marijuana seeds will be segregated by strain/variety and entered into METRIC and issued a unique batch tracking number. Once approved for continued vegetative growth in our cultivation program, each immature plant will be issued a unique plant identifier (stored via a barcode) which will be securely attached to the plant and tracked by both the individual plant and its harvest batch (i.e., all other plants of the same variety grown under the same conditions in the same room at the same time). Similarly, with regards to clones/cuttings, immature plants will be issued unique plant identifier and tracked by the individual plant and by its harvest batch once the clone is successfully rooted and approved for continued vegetative growth. The assigned bar code remains with the plant throughout the entire cultivation life cycle. All actions taken to plants, including all nutrient feeds, pruning, foliar applications, transplants, environmental conditions, etc., will be recorded in METRIC. Upon harvest, all data generated, including individual plant weight, harvest date, total plant wet weight, batch identifier, number of harvested plants, and general crop notes will also be recorded in METRIC.

These inventory tracking techniques facilitate our QA program by providing our team with detailed information on each plant/batch in our facility, including each agent who performed an action related to a subject plant and the agent who recorded such action in METRIC. Using this method, we are able to instantly create detailed reports for each and every plant grown onsite, which can then be analyzed by our QA team.

### Quality Assurance Inspections

Authorized staff will be tasked with constantly analyzing and assessing all plants during every stage of cultivation and processing to prevent and/or mitigate any deficiencies, pest/disease outbreaks or other issues which could be detrimental to the safety and quality of our medicinal products. Redundant techniques include daily spot checks, staff and managerial inspections, and internal potency and purity testing.

Additional measures to ensure product quality and quality improvement as part of our QA program include: implementing clean room protocols (similar to pharmaceutical manufacturing and pharmacy standards), daily facility and equipment sterility and cleanliness protocols, utilizing HEPA filters and other filtration devices as appropriate, safe and adequate potable water supply, promoting staff hygiene, ensuring Good Agricultural Practices (GAP), Good Handling Practices (GHP), using process validation testing and confirmation prior to full adoption, and promoting a healthy workplace environment.

### Inspection Schedules

Cannalive will continuously perform visual inspections of growing plants, harvested plant material, and final cured products ready for distribution to ensure there is no visible mold, mildew, pests, rot, or grey or black plant material.

Integrated within our SOPs are regularly scheduled inspections and scouting. Plants will undergo daily naked-eye scouting and weekly grow room inspections utilizing 40x or greater magnification lenses. Plant inspection starts at soil-level moving upward through the canopy. Agents will look underneath the leaves for pests and on the upper surface for signs of nutritional deficiencies. Any located pests or contagions are bagged and photographed for identification and archive records. Mineral deficiencies are reported to the cultivation manager and recorded in METRIC.

Similarly, all batches of products post-harvest must also undergo scheduled inspections. Staff will be instructed to carefully review each product/material for signs of contamination or other issues at key process checkpoints (e.g., immediately after the harvest process, during the drying/curing process, upon each transfer of product from one room to another, upon/during/after packaging, upon/during/after shipment preparation, upon/during/after product delivery, etc.). Any products suspected of an issue will be transferred to quarantine immediately for further investigation.

Additionally, all room surfaces, air filters, and irrigation equipment are examined for evidence of pest and pathogen contagions. Remediation and corrective measures must be taken immediately to ensure a clean-room workplace environment.

### *Pre-Distribution Quality Assurance Measures*

Below are some of Cannalive's QA policies and procedures covering aspects of our QA program after the successful cultivation and post-harvest processing of plant materials.

- All plant materials cultivated must undergo multiple internal QC and regulatory compliance inspections prior to approval for release to an independent laboratory for testing and prior to approval for release to our customers after passing such independent testing.
  - o The first such review will take place in the packaging room at the time of initial packaging and labeling by the employee responsible for the same.
  - o Prior to the packaged products' transfer to the vault for storage, a manager, or authorized designee, will conduct the second inspection.
  - o Thereafter, each time an item is transferred from the vault, its packaging and labeling will be inspected by the person responsible for the transfer.
- On the day of shipment, authorized agents will carefully transfer all itemized products identified on the transport manifest from the vault to the shipment preparation area for staging and a final audit/inspection prior to delivery.
  - o As items are removed from storage, they will be carefully inspected and reviewed for packaging and labeling QA compliance, ensuring all items are

compliant with MA regulations and meet our stringent internal QA standards. All QA inspections and confirmations will be recorded in METRIC.

- Once in the shipment preparation area, transportation personnel will carefully pack each item in the shipment into proper bulk shipment packaging (i.e., an unmarked, tamper-evident opaque box affixed with a copy of the transportation log and sealed with tamper-evident tape) while simultaneously conducting a physical audit, on a line item basis, against the transport manifest to ensure the shipment matches the log.
  - o At this time, items will undergo a redundant QA inspection, including product packaging and labeling compliance, to ensure they are undamaged, unexpired and otherwise qualified for distribution. All inspections and confirmations will again be recorded in METRIC.
- Marijuana may not be mishandled or mistreated.
- Unfit items failing QA inspection must be rejected and either corrected (e.g., relabeled or repackaged) or transferred for further inspection and/or destruction and disposal in accordance with company procedures.
  - o All rejected items will be replaced with suitable products such that the shipment matches the transport manifest in all respects.
- Once placed in proper shipment packaging, the shipment packaging itself will be affixed with a label which clearly displays the unique shipment identification number, the description, including the weight, of each item, date and time of the sealing of the package for shipment, the name and ID number of the agent who prepared and sealed the package, and the name and address of Cannalive. Shipment labels will also display the name and address of the approved recipient.
  - o Transport agents will ensure the shipment label is conspicuously located on each package (i.e., must be of sufficient size, not obscured, and in a noticeable location).
  - o All labels, including their placement on the package, must be inspected for QA compliance and approved prior to continuing to the next step in the transportation procedure. All inspections and confirmations will be recorded in METRIC.
- Prior to sealing any shipment packaging, transport agents must carefully inspect the packaged products and again cross-reference items with the transport manifest (which identifies all the products meant for shipment to the same recipient). Once confirmed, the agent will make a record of the inspection in METRIC and release the shipment for delivery.

### Marijuana Product Handler Requirements

Employees must conform to best hygiene and sanitary practices while on duty, including:

- Maintaining adequate personal hygiene

- Wearing proper clothing, including gloves
- Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated

Employees handling marijuana must utilize facemasks and gloves in good operable condition, as applicable to their job functions and must comply with the requirements for food handlers specified in 105 CMR 300.000: reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

Employees must wash hands per established SOPs when handling marijuana. These requirements include washing hands with soap and hot water before beginning work, after using the lavatory and after meal breaks. Employees who are showing signs of illness, open wounds, sores or skin infections will be sent home and not allowed to handle marijuana until fully recovered. These instructions will be 6 posted in appropriate areas such as lavatories, kitchens, breakrooms and lunch areas, and in multiple languages, as needed.

All areas, including contact surfaces, will be maintained with the utmost attention to cleanliness. The facility will be regularly cleaned to prevent contamination and unsanitary conditions. All cleanings will be closely monitored to ensure that the marijuana plants are not contaminated or come into contact with cleaning solutions.

Those employees failing to follow marijuana product handler requirements will be subject to discipline, up to and including suspension or termination.

#### *Prevention of Contaminants Entering the Facility*

In accordance with 935 CMR 500.105(3)(b)4, Cannalive will have sufficient equipment space necessary for sanitary operations, including space for placement of equipment and storage of materials (ie, supply and janitorial closets). Related, all toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products (they will be stored in a segregated storage closet designated for toxic item storage only).

In compliance with 935 CMP 500.105(3)(b)6, our facility, including all floors, walls and ceilings, is constructed in a manner allowing for adequate cleaning and repair. Related, the facility has compliant plumbing systems and compliant lavatory systems (employees are provided adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair), which was required to obtain our local C/O. Our plumbing is of adequate size and design and is adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing properly conveys sewage and liquid disposable waste from the facility. There is no cross-connections between the potable and wastewater lines.

Cannalive will monitor and control the access of people and materials entering and exiting the facility. All persons (employees, visitors, inspectors, law enforcement, etc.) entering the cultivation areas of the facility will be required to undergo a decontamination process before

entering. After preadmission decontamination protocols have been met, only security may clear the individuals seeking access beyond the common areas of the facility.

Within the operational zones of the facility, specific safety, security and sanitation standards of operation are strictly enforced to guide employees in the proper execution of their various work tasks and product handling. Staff will only have authorized access to the specific areas where they work, eliminating unnecessary employee traffic within the facility, thus reducing the likelihood of any contamination.

All interactions between agents and plants are recorded in METRIC and any potential source of problems must be recorded, reported and addressed before agents engage other daily duties.

Upon finding a potential problem that may cause a sanitation or other QA concern, the agent must immediately place a red magnetic triangle at the entrance door of the affected room. The triangle at the door acts as a visual notification for agents who may be coming to work on a new shift or are otherwise unaware of the triggering event. After proper recording, reporting and addressing of the problem, staff will affix a written warning notice to the room's door explaining the event so all staff who attempt to enter the room are aware of the situation and can adjust their procedures accordingly. All information on the notice will also be documented in our recordkeeping software. Once the event has been remedied, the warning triangle and the warning notice are removed.

To further guard against contamination, all materials entering our facility undergo a specific screening process. Prior to accepting a delivery, receiving agents will confirm that the delivery is expected, and the items being delivered match the order placed. After accepting the delivery, agents will separate the items from packaging materials. These packaging materials are potentially a source of contaminants and therefore will be discarded promptly outside of the facility and never allowed to enter the facility from beyond the shipment preparation area. The items delivered will be visually inspected for contaminants and cleaned with a sanitizing product. Only then will the delivery be approved for transfer to the interior of the facility (after a final visual inspection for contaminants).

### **Testing**

Prior to approval for distribution to our customers (or for continued in-house processing if the materials are earmarked for marijuana product manufacturing), all products produced by Cannalife are required to successfully pass both internal QC standards (including pre-determined strain and product specifications, within 95%-105% of set profile standards) and independent testing performed by a licensed and approved laboratory in MA.

Independent testing will be conducted after the materials have been dried, trimmed and cured according to protocol.

Representative samples of sufficient sizes/quantities will be selected randomly and provided to the independent lab. If our products pass testing, they will either be packaged for sale or transferred to the next phase in the production process, as the case may be. Note that all labels

affixed to final products earmarked for distribution to patients will display the test results conducted by the independent laboratory.

If laboratory results indicate contaminate levels are above acceptable limited established levels set by CCC protocols, Cannalive will comply with 935 CMR 500.160(2) and transfer the affected batch to quarantine and notify CCC within 72 hours (if the contamination cannot be remediated) in accord with 935 CMR 500.160(2). The notification itself will describe our proposed plan of action for both destruction of the contaminated product and the assessment of the source of contamination.

## *Personnel Policies Including Background Checks*

### *Hiring Policies*

All prospective Cannalive Genetics LLC (“Cannalive”) agents will be properly screened during the application, interview and hiring process to ensure that they meet both the requirements set by Massachusetts regulations and our own stringent internal standards for qualifications, experience, character and professionalism. Our hiring plan will include a job description for each position in the company’s structure, and the desired level of education, training, core competencies, and experience required to fill each position. We will also make sure that hired employees understand the company’s hierarchical structure in order to appreciate the supervisory structure of our organization.

All employees must be at least 21 years of age and must be registered with the Commonwealth’s program prior to commencing work. If our required background checks during the hiring process uncover any felony convictions or other disqualifying criminal offenses, the subject applicant will not be hired. Similarly, upon discovering that any employee has a felony conviction or other disqualifying criminal offense after hire, the subject employee will be terminated. All agents are subject to random drug screening as well as follow-up criminal background checks.

In addition to comprehensive criminal background checks and thorough interviews prior to hire, each employee will be required to sign a company Code of Conduct affirming each person’s commitment to, among other things, the following:

- Reviewing and complying at all times with MA law and regulations related to the person’s job responsibilities
- Reviewing federal law relating to adult-use marijuana
- Prevention of theft and diversion
- Strict product control
- Prevention of onsite consumption of adult-use marijuana
- Maintain an unbroken chain of custody for all marijuana on the premises
- Adhering at all times to our strict quality assurance measures
- Adhering at all times to our facility access policies and procedures, including our check-in protocol and visitor policy

Staff will reaffirm such commitment on a yearly basis, or they will be subject to suspension and possible termination.

### *New Hire Paperwork*

Prospective employees shall be provided with the necessary documents in order to register with Cannalive as a new employee, including:

- Application for employment
- New employee information form
- W-4 (Federal Withholding Allowance Certificate)
- Employee Withholding Allowance Certificate

- I-9 (Employment Eligibility Verification)
- Direct deposit enrollment
- Health and Dental Plan Information
- Health and Dental Plan Enrollment
- Health and Dental Plan Waiver
- Instructions to obtain required fingerprinting and criminal background check
- Registration information for Agent Training Curriculum

### Employee File

Upon initiating employment, a personnel file with all new hire paperwork and other appropriate documentation is created for every employee and maintained by Cannalive.

Employee files shall contain, at least:

- Name, address, and occupation
- Rate of pay
- Amount that is paid each pay period
- Hours worked each day and workweek
- Proof of eligibility to work in the U.S.
- Candidate screening
- Resume
- Employment application
- References
- Interview feedback
- Proof of completing fingerprinting and criminal background check
- Executed copy of the Cannalive Employee Handbook Acknowledgement
- Performance evaluations
- Disciplinary discussions and actions
- Incident reports involving the employee
- Offer letter

An employee's personnel file shall be confidential and accessed only on a "need to know" basis by authorized employees. Access to all personnel files will be tracked.

Employees have a right to review the contents of their personnel file and may do so by contacting their supervisor.

Upon written request, copies of personnel documents with the exception of confidential reference materials shall be made available to an employee.

Employee files shall be maintained for a period of four years following separation as an employee from Cannalive, for any reason.

Employees shall promptly report to their supervisor or Human Resources any changes in name, address, telephone number, direct deposit banking information, and/or changes to dependent on W-4.

### New Hire Training

New employees shall complete new hire training during their first week as an employee of Cannalive.

New hire training shall include:

- Distribution of the Employee Handbook
- Substance abuse
- Non-discrimination and anti-harassment
- Confidential information
- Conflicts of interest
- Detection and prevention of diversion
- Incident reporting
- Federal and state marijuana laws and regulations
- Employee conduct
- Security procedures
- Safety procedures
- Completion of Marijuana Training Course
- Job duties and responsibilities
- Proper procedure to clean and sanitize work surfaces utilizing sanitizing agents registered by the United States Environmental Protection Agency
- Employees shall acknowledge and agree to the terms of Cannalive' Employee Handbook by signing the Cannalive Employee Handbook Acknowledgement form

Attendance of new hire training shall be documented by retaining all materials presented during training in addition to the training attendance log.

### Continuing Training

Cannalive shall conduct continuing education and training for all employees which will include, at a minimum, up to date information concerning:

- The pharmacology of marijuana and its active components
- The potential therapeutic and adverse effects of marijuana
- Dosage forms of marijuana and their pharmacodynamical impact
- MA laws, rules and regulations pertaining to the sale of marijuana

Attendance of new hire training shall be documented by retaining all materials presented during training in addition to the training attendance log.

### Optimal Staffing

Cannalive shall maintain a concentrated core of supervisory positions and an adequately sized staff in order to provide a consistent level of:

- Experienced staff that is cross trained to provide redundancy in the event of an unforeseen loss of a staff member (eg, due to sickness, termination, or other separation/departure)
- Safe cultivation operations
- Adequate security and threat prevention

Cannalive shall adjust staff as appropriate in coordination with observable and sustained changes in market demand that require an adjustment to our supply plan.

### Employee Separation

As a company policy, any Cannalive agent found intentionally violating Commonwealth law or established company protocol will be immediately terminated. Similarly, at all times all agents must strictly comply with the suitability standards for registration as a Marijuana Establishment Agent as set forth in 935 CMR 500.802 or they will be immediately dismissed as an employee of the company.

Once an individual's employment with Cannalive has completed:

- The supervisory manager or designee will take custody of the individual's ID card, restrict access to the facility and notify the state
- Obtain any keys or access control devices
- Discontinue use of individual's Cannalive's email account
- Confirm return of confidential Cannalive documentation
- Notify security personnel that the individual may not access Cannalive premises absent written authorization from an officer of Cannalive

Within one business day of a Cannalive employee's separation from the company, whether voluntary or involuntary, the supervisory manager will notify the state of an employee's separation including:

- The circumstances of the employee's separation
- Whether any further investigation and/or follow up is required
- An exit interview may be performed

### Federal Regulations Acknowledgment

Cannalive shall require all employees to sign an Attestation Form upon initial hire acknowledging that they understand that the United States Congress has determined that marijuana is still considered a 5 controlled substance and it has been placed in Schedule I of the Controlled Substances Act. Cultivating, manufacturing, processing, dispensing, handling, distributing and possessing marijuana in any capacity, other than as part of a federally authorized research program, is a violation of federal laws. MA's law authorizing the Commonwealth's Medical/Adult-Use Marijuana Program will not excuse any individual from any violation of the federal laws governing marijuana or authorize any registrant to violate federal laws.

### Equal Employment Opportunity (EEO) Commitment

Cannalive is an equal opportunity employer. We are committed to hiring the highest quality employment applicants regardless of race, creed, color, religion, sex, gender identity, sexual orientation, disability, age, socioeconomic status, political views, veteran status or national origin.

Our hiring practices will reflect our core belief that a diverse organization is crucial to fostering innovation, tolerance, high achievement, and a safe and accepting workplace environment. We will hire and train diverse staff sourced from the local talent pool proximal to our facility location which will mirror the diversity of the community.

Our EEO policies will be memorialized within our Employee Handbook issued to all new employees upon hire. During employee initial training and annual retraining, management tasked with training responsibilities will reiterate and reinforce our EEO policies and will address any questions or concerns related thereto.

Diversity reports will record the participation level (by raw figure and by percentage) of diverse groups as owners, officers, financial backers, managers, staff, independent contractors and third-party service providers. These reports will include details on salaries, promotions and other compensation for diverse persons and companies.

All analytics and related measures will be recorded in quarterly diversity reports for internal executive-level review to ensure we are meeting our diversity goals and staying true to our diversity commitments. While reviewing these reports, Cannalive executives will also review diversity reports of all new hires, all new promotions, all recent terminations and other relevant staffing and employment records. If appropriate, we will determine areas in need of improvement and develop a corrective plan of action for immediate implementation.

### Non-Discrimination and Anti-Harassment Policy

Cannalive is committed to maintaining a work environment which values human diversity and respects individuals. This policy applies to all jobs at Cannalive.

It is the policy of Cannalive to not discriminate or allow the harassment of employees or applicants for employment on the basis of gender identity or expression, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, age, genetic information, marital status, pregnancy, childbirth, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the 6 job.

Cannalive will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to any of the above characteristics or any other characteristic protected by law in all employment practices as follows:

- Employment decisions at Cannalive are based on legitimate job-related criteria
- All actions or programs that affect qualified individuals, such as employment, reclassification, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination
- Cannalive will upon request disclose information concerning minority employees
- Cannalive employees may choose to voluntarily disclose their gender identity or expression, race, national origin, disability, protected veteran status, or sexual orientation at any time by contacting a manager
- Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions
- Employees and applicants with disabilities are encouraged to inform Cannalive if they need a reasonable accommodation to perform a job for which they are otherwise qualified
- Cannalive will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities

Cannalive employees and applicants for employment will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations.

Cannalive will not discharge or in any other manner discriminate against employees or applicants for employment because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant for employment. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions should not disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- In response to a formal complaint or charge
- In furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by Cannalive; or
- Consistent with Cannalive legal duty to furnish information.

### *Complaints of Discrimination & Anti-Harassment*

Cannalive has developed the following procedure to provide prompt and equitable resolution of complaints concerning equal employment opportunities/discrimination/harassment complaints.

By using this complaint process, other complainant rights and remedies that may be available under federal or state statutes prohibiting discrimination will not be affected.

Any Cannalive employee, visitor, customer, or contractor claiming to have been discriminated against by Cannalive may use this procedure to file a complaint.

The Discrimination Complaint Form will be available to all complainants upon request. Cannalive will take seriously and will promptly investigate all such complaints. Complaints should be addressed to Human Resources. Complaints must be filed, in writing, within 180 days after the complainant became aware of the alleged discrimination.

Complaints must contain the following information:

- Name, address, and telephone number of the person filing the complaint
- A brief description of the illegal discrimination, including the location and date of the illegal discrimination

If the complaint has not been informally resolved within thirty (30) days of receipt of the complaint, Human Resources, or the HR designee, will conduct a formal investigation of the discrimination complaint. A formal investigation may also commence upon the complainant's request or Cannalive's discretion. Human Resources, or the HR designee, shall issue a written report of the results of the investigation. The report will provide a determination of the merits of the complaint as they may relate to applicable federal or state law, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (revised 1992), Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. Additionally, if applicable, the report will provide options for substantive resolution of the complaint and recommendations for corrective measures. The written report should be submitted to a Compliance Officer within 180 days of the receipt of the complaint. The Compliance Officer will make a decision based on the record and will notify the complainant, in writing, of the decision and the basis for the decision, within twenty days of receipt of the written report.

#### *Accommodation of Individuals with Disabilities*

Cannalive complies with the Americans with Disabilities Act ("ADA"), as amended, and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. We are committed to providing equal employment opportunities to all individuals, including those with disabilities, and will engage in an interactive process to determine the availability of a reasonable accommodation to any qualified individual who:

- Requests a reasonable accommodation during the application process
- Requests a reasonable accommodation to enable them to perform essential job functions or gain access to company facilities; or
- Asks for a reasonable accommodation to enjoy equal benefits and privileges of employment

It is Cannalive's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment
- Keep all medical-related information confidential in accordance with the requirements of the AD and retain such information in separate confidential files
- Engage in an interactive process with applicants and employees with disabilities to determine if a reasonable accommodation exists that would allow the applicant or employee to perform the essential functions of the position, and would not create an undue hardship on Cannalive
- Notify individuals with disabilities that Cannalive provides reasonable accommodation to qualified individuals with disabilities, by including this policy in Cannalive employee handbook.

Cannalive employees experiencing a disability that is contributed to or caused by pregnancy may request a reasonable accommodation.

Cannalive will explore all possible means of providing the reasonable accommodation. Options that will be considered by Cannalive include changing job duties, changing work hours, relocation, providing mechanical or electrical aids, transfers to less strenuous or less hazardous positions, and providing leave. All requests for reasonable accommodations will be processed in a timely manner and, as appropriate, Cannalive will provide reasonable accommodations promptly.

Human Resources will administer this program and any employees needing a reasonable accommodation should contact their immediate supervisor or Human Resources for assistance.

### **Whistleblower Protections**

Cannalive maintains its commitment to integrity and ethical behavior. Additionally, Cannalive is committed to maintaining a workplace where employees are free to raise good faith concerns regarding its business practices.

It is the responsibility of every employee to immediately report suspected violations of Cannalive policies and procedures, or federal, state, or local law.

In accordance with Whistleblower Protection regulations, Cannalive will not tolerate harassment, retaliation, or any type of discrimination against any employee who:

- Makes a good faith complaint regarding suspected company or employee violations of the law

- Makes a good faith complaint regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, or participates in a proceeding in relation to alleged violations of the law.

Examples of violations include, but are not limited to:

- Theft or other misappropriation of assets
- Billing for services not performed
- Misstatements and other irregularities in the records of Cannalive, including the intentional misstatement of the results of operations
- Forgery, falsification, or other wrongful alteration of documents; and
- Fraud and other acts that are in violation of federal, state, or local laws.

If a Cannalive employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee must exercise sound judgment to avoid baseless allegations.

An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Adverse employment actions, such as demotion or termination, and discrimination, threats, and harassment, as a result of an employee's decision to provide good faith information regarding violations of the law, will not be tolerated.

Anyone violating this policy may be subject to discipline, up to and including termination of employment.

### *Drug and Alcohol Policy*

Cannalive will make every reasonable effort to prevent the use of alcohol and drugs, including marijuana, on the registered premises (including adjacent parking areas) in any form and will prohibit any paraphernalia showing evidence of marijuana consumption from being brought into a facility.

Any employee found to be in violation of this rule will be terminated immediately and reported to law enforcement for further actions. Any patron found to be in violation of this rule will be subject to suspension or permanent expulsion from the facility, and, if appropriate, will be reported to law enforcement.

Prevention measures include the following:

- Train all staff upon hire on the company's rules, including the prohibition against the use of alcohol and drugs, including marijuana, on the registered premises
- Require all staff to read and execute an acknowledgment that they are aware of MA regulations and Cannalive's policies regarding the use of alcohol and drugs onsite and agree to abide by such rules and regulations

- Display clear, legible signage in at the entrance to each facility, as well as in the waiting room and service/dispensing room (if applicable), which restates the prohibition.
- The monitoring of live surveillance feeds from our surveillance cameras located throughout our facility

### Smoke-Free Workplace Policy

It is our strict policy to prohibit smoking anywhere on the registered premises (including adjacent parking areas) in order to provide and maintain a safe and health workplace environment for all agents, patrons and visitors. Employees who violate the prohibition against smoking are subject to suspension and possible termination.

### Pay Periods

Cannalive employees shall be paid on a bi-weekly basis through direct deposit.

Paydays shall be scheduled on Fridays, and if a scheduled payday falls on a bank holiday, employees shall be paid on the Thursday preceding the bank holiday.

All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, shall be withheld automatically from an employee's paycheck.

Employees shall be instructed to review all of their paychecks for errors.

Any mistake in an employee's paycheck shall be reported to their supervisor immediately so necessary steps may be taken to correct the error.

### Overtime Pay

In order to provide the best possible service to our customers and maintain an efficient operation, it may be necessary for Cannalive employees to work overtime.

Non-exempt employees shall be paid one and one-half times (1½) their regular hourly rate of pay for all hours worked beyond forty (40) in any given workweek.

Workweeks shall begin on Sunday and end on Saturday.

Employees shall obtain prior approval from their supervisor to work any overtime.

Cannalive shall expect employees to be willing and able to work overtime upon request.

Cannalive shall attempt to provide employees with reasonable notice when the need for overtime work arises though advance notice may not always be possible.

### Employee Classifications

Cannalive employees shall be informed of their initial employment classification and status as an exempt or non-exempt employee upon hire.

If an employee changes positions during their employment as a result of promotion, transfer, or employment responsibilities change, Human Resources shall inform the employee of any change in their exemption status.

*Regular, full-time employees* shall mean employees hired to work thirty (30) hours per workweek on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.

*Regular, part-time employees* shall mean employees hired to work fewer than forty (40) hours per week on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.

*Temporary employees* shall mean employees engaged to work full time or part time on Cannalive payroll, usually to fill in for vacations, leaves of absence, or projects of a limited duration, with the understanding that their employment will end no later than six (6) months after their start date. With written approval from Human Resources, temporary employment may be extended beyond six (6) months.

*Non-exempt employees* shall mean employees who are required to be paid overtime at the rate of one and a half times (1½) their regular rate of pay for all hours worked beyond forty (40) hours in a workweek, in accordance with applicable federal, state, and local wage and hour laws.

*Exempt employees* shall mean employees who are not required to be paid overtime, in accordance with applicable federal, state, or local law. Executives, professional employees, outside sales representatives, and employees in certain administrative or computer-related positions are typically exempt.

### On the Job Training

Cannalive shall pay for any required training programs including safety training, security training, continuing education when necessary for job safety and work performance.

Training shall be conducted during regular working hours whenever possible.

Cannalive employees may be tested from time to time to evaluate the effectiveness of any training programs.

### Promotion

Promotion decisions regarding eligible employees shall be based on the employee’s qualifications and past performance as well as supervisor evaluations of an employee’s potential. All promotions or transfers are made in accordance with Cannalive’ Non-Discrimination and Antiharassment policy.

### Attendance and Punctuality

All agents are expected to arrive to work on time before their shift begins. Patterns of absenteeism or tardiness are grounds for disciplinary action. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (“FMLA”) are acceptable so long as medical documentation within the guidelines of the FMLA have been provided.

Vacations and holidays must be scheduled in advance with management. Sick leave may be used in the case of emergencies or sudden illness without prior scheduling, however the agent is expected to notify dispensary management of the situation as soon as practical.

Not reporting to work and not calling to notify management of the absence is grounds for disciplinary action. The first violation will result in a written warning. A subsequent violation may result in suspension or termination of employment.

### Staff Hygiene

All Cannalive employees will be required to come to work in a clean and hygienic manner. Staff will be required to frequently wash their hands, particularly after handling marijuana, handling equipment coming into contact with marijuana, coming into contact with a customer, visitor or any other person, and after eating or using the restroom.

Employees failing to follow hygienic protocols may be subject to suspension or termination. The hygiene policy will help ensure a safe, sanitary, sterile, contamination-free workplace environment. All uniforms and work attire must be clean and free of dirt, debris, dust, and the like. Staff found wearing soiled uniforms or work attire will be asked to immediately rectify the issue and may be sent home by management for failure to do so.

Cannalive will provide our employees with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. Such hand-washing facilities will be located within adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair. Effective non-toxic sanitizing cleansers and sanitary towel service or suitable hand drying devices will be provided.

Additional hand-washing facilities will be located within each facility where good sanitary practices require employees to wash and sanitize their hands.

### OSHA Compliance

The health and safety of all employees is of paramount importance to Cannalive. Therefore, we require absolute compliance with all applicable Occupational Safety and Health Administration (“OSHA”) standards, including the General Duty Clause of the OSH Act which requires employers to keep their workplace free of serious recognized hazards, to assure a safe and healthful workplace.

In accordance with our SOPs, we will ensure our employees are accorded a suitable workplace environment free from recognized hazards that may cause death or serious physical harm. In doing so, we will comply with occupational safety and health standards promulgated under the OSH Act of 1970.

Cannalive expects each employee to comply at all times with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH Act which are applicable to his or her own actions and conduct. To facilitate, we will provide sufficient employee training, written SOPs, and written guidelines, as applicable, so all staff is knowledgeable about and can maintain compliance with these standards.

Notably, in accordance with Section 11(c) of the OSH Act, Cannalive does not discriminate against our agents for exercising their rights under the OSH Act. These rights include filing an OSHA complaint, participating in an inspection or talking to an inspector, seeking access to employer exposure and injury records, reporting an injury, and raising a safety or health complaint with the employer.

#### *Injury and Illness Prevention Program*

Cannalive will require all agents to report to a supervisor any personal health condition that might compromise the cleanliness, sanitation, integrity, safety, or quality of our adult-use dispensary facility or the products the dispensary agent might handle, or that might impact the health and safety of customers, visitors, or other staff members. All illnesses and health conditions reported will be treated with extreme precaution. Employees will never be reprimanded for disclosing a health condition to a supervisor.

When notified, supervisors will in turn notify the applicable manager of the circumstances of the employee's health condition. The manager will use their best judgment to protect the interests of the company, always erring on the side of caution. Optional action plans include:

- Addressing the situation to eliminate the possibility of a cleanliness or quality issue with marijuana which might be handled by the employee (such as providing gauze or a band-aid in case of a minor cut)
- Segregating the employee from interacting with other persons and prohibiting them from handling marijuana
- Sending the subject employee home for the day to rest
- Advise the subject employee to visit the emergency room or medical specialist

If the condition is more serious, the subject employee will be asked to refrain from returning to our facility until cleared by a physician.

Upon any instance of a reported health condition, the employee's personnel file will be updated by the human resources for historical record keeping purposes.

#### *Disciplinary Action and Separation*

As a company policy, any Cannalive agent found intentionally violating Commonwealth law or established company protocol will be immediately terminated. Similarly, at all times all agents must strictly comply with the suitability standards for registration as a Marijuana Establishment Agent as set forth in 935 CMR 500.802 or they will be immediately dismissed as an employee of the company.

All policies and procedures will be administered by Cannalive based upon its interpretation of the facts of any incident(s).

All issues of misconduct will be investigated thoroughly and any application of this policies and procedures will be handled in a fair and consistent manner.

Cannalive may adapt disciplinary procedures or use immediate termination in certain circumstances, including but not limited to:

- Unauthorized removal of Cannalive or a Cannalive employee's property;
- Dishonesty;
- Breach of confidentiality;
- Fighting;
- Deliberate violations of policies and procedures adopted by Cannalive; and
- Any unlawful conduct that reflects negatively on Cannalive.

Cannalive considers extended absence without proper notification, and failure to return to work after the conclusion of a leave of absence, paid time off, vacation, etc. as voluntary forms of termination.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for departure and the effect on employee benefits.

Once an individual is no longer associated with Cannalive as an employee due to either voluntary or involuntary termination of employment, the individual is required to return:

- Their ID card;
- Any keys, fobs, or other entry/access devices;
- Company-issued electronic devices or other property; and
- Confidential documents (e.g. manuals, customer lists, etc.).

Former employees shall not attempt to access Cannalive premises in the future without express written approval from an officer of Cannalive.

## Energy Compliance Plan

Cannalive Genetics shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. Cannalive Genetics will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- 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;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Cannalive Genetics shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. Cannalive Genetics shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, Cannalive Genetics will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, Cannalive Genetics shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 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*.

- (b) If Cannalive Genetics is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 35 watts per square foot.
- (c) Cannalive Genetics shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).
- (d) If Cannalive Genetics is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall 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*).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, Cannalive Genetics shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

## **Record Keeping Procedures**

### *Recordkeeping Processes and Policies*

Cannalive Genetics LLC (“Cannalive”) uses established recordkeeping procedures with strict protocols for the efficient and effective creation and maintenance all required reports, records, logs, recordings, and other important business data, information, and documentation. In conforming with these protocols, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 5 years.

Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

### *Written operating procedures*

Cannalive shall maintain written operating procedures as required by 935 CMR 500.105(1).

### *Electronic Recordkeeping Software*

Cannalive will use METRC as directed by the CCC.

METRC is a widely utilized, proprietary seed-to-sale inventory tracking and recordkeeping system with the capability to track products through the entire cultivation, manufacturing and dispensing process, allowing for accurate real-time inventory records. Upon entering a product into the system, a unique product ID will be issued for tracking and recordkeeping purposes. All actions taken to inventory as whole, by grouping, or by individual product will be digitally recorded for instant and long-term analysis purposes. Moreover, detailed records can be stored for several years. METRC also allows us to create precise inventory records at a moment’s notice, so any discrepancies or breaks in the chain of custody will become immediately apparent, igniting swift corrective measures to investigate and resolve issues.

Generally, we will use METRC to track and record all actions/information/documentation related to cultivation, manufacturing, processing, production, extraction, infusion, shipping, receiving, packaging, labeling, handling, transferring, transporting, storing, stocking, disposing, returning and recalling adult-use marijuana products in accordance with all applicable MA laws, rules, and regulations.

All entries into the METRC system will include the unique employee ID number of the staff member taking the relevant action and recording the information in the system so that we know who is/was responsible for each step in our integrated processes, including who created each record or report. All appropriately authorized staff members will be thoroughly trained in the use and functionality of the METRC software system to ensure the accuracy and integrity of our recordkeeping system.

### *Records and Record Retention*

Cannalive uses best security practices for records storage, including but not limited to surveillance footage, security records, customer records, sales records, inventory records, and other business records. All physical records will be securely stored in a manager's office (which will be access-controlled) within a commercial grade storage cabinet, closet, or other secure place to protect them from tampering or theft. Only authorized and properly credentialed agents may access Cannalive's records.

All records will be available for inspection by the Commission upon request and maintained in accordance with widely accepted accounting principles.

All electronic records will be stored in METRC in a manner that is password protected, TLS/SSL encrypted, and accessible only to those authorized persons with proper credentials.

Our facility will have an electronic back-up system for all written and electronic records, including surveillance recordings.

### Surveillance Recordings

Surveillance recordings will be stored onsite on password-protected hard drives, which will be secured within a limited-access office to protect recordings from tampering or theft. Only the facility manager and security manager will have the passwords to the hard drives. The office will remain locked and monitored at all times. This room will be accessible only to authorized personnel. Additionally, we will grant access to the security room to federal, state, and local law enforcement who are on official duty, security surveillance system service employees (only for the limited time necessary to perform their job responsibilities), the CCC or its authorized agents, and other persons with the prior written approval of the CCC (which is not anticipated at this time).

Within one business day following a request, we will provide unaltered copies of a video surveillance recording to the CCC or its authorized agents, law enforcement or other federal, state or local government officials if necessary to perform the government officials' functions and duties. If we have been notified in writing by the CCC or its authorized agents, law enforcement or other federal, state, or local government officials of a pending criminal or administrative investigation for which a recording may contain relevant information, Cannalive will retain an unaltered copy of the recording for 5 years or until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies Cannalive that it is not necessary to retain the recording, whichever is longer.

### Human Resources Records

Cannalive will retain records of job applicants and employees, including but not limited to job applications, signed registration forms, signed employment agreements, state and federal criminal background reports, annual reviews, initial and refresher training certificates of completion, etc., in accordance with our Human Resources policies. Human Resources will also retain electronic and hardcopy versions of all training materials and attendance records for at least 5 years. All employee files and other relevant records will be made available for inspection by the CCC upon request.

Personnel records as follows:

- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - ii. Documentation of verification of references;
  - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - v. Documentation of periodic performance evaluations;
  - vi. A record of any disciplinary action taken; and
  - vii. Notice of completed responsible vendor training program and in-house training.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
- d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
- e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

Diversity Plan Records

Cannalive is committed to our Diversity Plan and will keep accurate records to ensure its implementation, ongoing improvements where needed, and reporting. We will maintain applicant and employment records that reflect recruiting activities, the number and characteristics of applicants and employees, and our employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants' voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status. This information will help us analyze whether we are attracting a diverse pool of applicants.

Additionally, we will keep materials evidencing our affirmative action efforts to ensure equity within Cannalive. This includes items such as copies of documents that indicate employment policies and practices, copies of letters sent to suppliers and vendors stating the Affirmative Action Policy and copies of letters sent to recruitment sources and community organizations.

Furthermore, Cannalive will maintain documentation of the following as part of our internal AAP/equity auditing and recordkeeping system:

- An applicant flow log showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for jobs
- Log of job offers, hires, promotions, resignations, terminations, and layoffs by employment category, gender, and diversity group
- Employment applications
- Compensation records

Cannalive will report on the participation level, by percentage, of diverse groups as owners, managers, staff, contractors, and professional service providers. These reports will include reports on promotions and advancements of individuals who are members of Diverse Groups, along with dollar amounts contracted to businesses representing Diverse Groups. These reports will be in addition to anything explicitly required by the CCC.

#### *Inspections, Servicing, Alteration, and Maintenance Records*

Cannalive will conduct maintenance inspections at least once every month to ensure all tools and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. Staff will keep written logs of all maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee ID number of the agent performing the maintenance. We will retain records of all inspections, servicing, alterations, and upgrades performed on the systems for at least 5 years and will make the records available to the CCC and its authorized agents within one business day following a request.

#### *Visitor Records*

Only authorized employees, authorized visitors and the CCC or its authorized agents, or other federal, state, or local government officials performing their official functions and duties may

enter our facilities. When admitting a visitor, Cannalive will require the visitor to sign a visitor log upon entering and leaving any limited access area. We will maintain the visitor log in digital and hard copy for 5 years and make the log available to the CCC, state or local law enforcement and other state or local government officials upon request if necessary to perform the government officials' functions and duties.

The log will include:

- Full name of each visitor
- Visitor identification badge number
- Time of arrival
- Time of departure
- Purpose of the visit
- Name and employee ID of the assigned escort

A copy of the visitor's identification documents will be affixed to the visitor log and stored for recordkeeping purposes.

### *Transport Manifest and Shipping Records*

In accordance with 935 CMR 500.105(13), Cannalive will generate printed and electronic transport manifests for each product shipment to accompany every transport vehicle should we ever transport marijuana. The manifest will, at a minimum, identify:

- Our name, address, and permit number
- The name and contact information for a Cannalive representative who has direct knowledge of the transport
- The name, address, and permit number of the delivery recipient
- The name and contact information for a representative of the recipient
- The name of the Cannalive agent that packaged/shipped the shipment
- The quantity, by weight or unit, of each marijuana batch or lot contained in the transport, including each batch/lot identification number
- The total number of individual packages/items in the shipment
- The date and approximate time of departure
- The date and approximate time of arrival
- The transport vehicle's make, model, and license plate number
- The identification numbers of each transport agent accompanying the transport

In any instance where the transport team is tasked with multiple deliveries within a single planned trip, Cannalive will create separate transport manifests for each recipient which correctly reflects the specific marijuana in transit. Accordingly, each recipient must provide our team with a printed receipt for the adult-use marijuana received.

In accordance with company protocol, Cannalive will provide a copy of the applicable transport manifest to the recipient receiving the adult-use marijuana described in the transport manifest at

least one day in advance of the scheduled delivery. Upon arrival, the transport team will provide a second copy of the transport manifest which may reflect any amendments or updates.

For quality assurance purposes, each transport manifest must be reviewed for accuracy and compliance and approved by a manager, or an authorized designee, who must record their approval prior to providing a copy of the manifest to the recipient and releasing the shipment for delivery.

Additionally, we will generate and maintain the following transportation records:

- All daily delivery schedules, including routes and delivery times (i.e., the trip plan)
- Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of adult-use marijuana

All transportation related records, including transport manifests, transport logs, trip plans, transport incident reports, and the like, will be stored for at least 5 years. Moreover, authorized staff will record in METRC in real-time:

- All transfers of product from the vault to the shipping area for shipment preparation
- All information contained on the packaging label and the transport manifest, including the name and address of the recipient
- All transfers of product from the shipping/receiving area to the transport vehicle, including all loading activities
- All transfers of product from the transport vehicle to the recipient, including all unloading activities
- The results of all audits and product packaging/labeling inspections
- The name of the person(s) making the entry, packaging the shipment, and completing the transport to maintain an unbroken chain of custody report
- The name and employee ID numbers of the manager or security manager overseeing the transport activities
- The name and employee ID numbers of all staff participating in the transport activities
- The date and time of shipment departure
- Trip plan details, including the route of delivery
- If applicable, any deviations from the trip plan, including time, location, reason for the deviation, and any trip plan modifications/updates
- The date and time of shipment arrival
- The date and time of the transfer of custody of the products
- The name and permit number of the recipient
- The names of all receiving staff from the recipient who participate in the delivery process

Upon request, we will provide copies of any transport manifest, printed receipts, and/or any other transportation related record to the CCC or its or its authorized agents, law enforcement or other federal, state, or local government officials if necessary to perform the government officials' functions and duties.

### Inventory Audit Records

Cannalive will establish inventory controls and procedures to conduct routine scheduled as well as unannounced daily, monthly, and annual inventory audits to confirm that our physical inventory matches our digital records stored in METRC. A written record will be created and maintained for each inventory audit which will include the date of the inventory audit, a summary of the inventory findings, and the names, signatures, and titles or positions of the individuals who conducted the inventory. All audit reports will be recorded digitally and in hard copy. All electronic records will be securely stored onsite for a minimum of 5 years and backed up for secure offsite storage.

### Recordkeeping Security Incidents

We will investigate any reports or notification of recordkeeping misconduct. Any loss or unauthorized alteration of company records discovered or suspected by any employee will be reported to the security manager immediately. We will report such incidents to the CCC and law enforcement as necessary. Upon discovery of a records security breach, we will review all recordkeeping and security policies to identify deficiencies and necessary corrective measures. We may engage the service of a third-party data security expert, as needed.

The alteration, falsification, loss or misplacement of records, failure to complete records/logs, gross inaccuracies, negligence or other errors of records will be considered policy violations and will not be tolerated. Employees will be investigated and disciplined, terminated and/or prosecuted, based upon investigation findings.

### Recalls and Returns Records

Cannalive will notify the CCC and any affected customers immediately upon becoming aware of any complaint made to Cannalive by a customer who reports an adverse event from using marijuana produced by our facility. Cannalive will then cease producing the affected adult-use marijuana and coordinate the return of the recalled adult-use marijuana with the affected parties. All information related to the recall, including all steps taken to collect and transfer products, will be recorded in METRC, including:

- A copy of the complaint
- The name, address, permit number of the customer, if applicable, who sold and/or possess the affected product
- The name, product type, quantity, and unique product ID numbers of all recalled products
- Nature of the recall or complaint
- The date and time of any returned products
- The date and time of the product transfer to the quarantine room
- The name and ID number of all employees participating in any recall or product transfer activity
- If applicable, the date and time of product pickup from or transportation of affected products for purposes of destruction and disposal, including the employee ID numbers of all staff participating in each step of the pickup/transportation activities

- If applicable, the date and time of product destruction and/or disposal, including the method of destruction/disposal and the employee ID numbers of all staff participating in each step of the destruction/disposal activities

Upon identifying or receiving any returned, unfit (including but not limited to expired, damaged, deteriorated, mislabeled, or contaminated products), and/or recalled adult-use marijuana products, the manager will immediately update our electronic recordkeeping system.

### Business Records

In accordance with 935 CMR 500.105(9) as well as industry best practice, Cannalive Genetics will create and maintain the following business records:

- Employment policies and procedures
- Facility rules, guidelines, and policies
- Training materials
- Employment handbooks, manuals, and other documents
- Security policies and procedures, including:
  - Staff identification measures
  - Monitoring attendance of staff and visitors
  - Alarm system plan
  - Video surveillance plan
  - Monitoring and tracking inventory
  - Personnel security
- Policies and procedures for cultivating, processing, producing, shipping, receiving, packaging, labeling, handling, tracking, transporting, storing, disposing, returning, and recalling products containing marijuana in accordance with all applicable laws, rules, and regulations
- Workplace safety policies and procedures
- Maintenance, cleaning, and sanitation policies and procedures for the site, facility, tools, and equipment
- Inventory maintenance and reporting procedures
- Policies and procedures to investigate complaints and potential adverse events from other marijuana establishments or customers
- Other plans of operation
- Annual budgets, financial forecasts, and other business planning reports
- Transaction and sales records
- Expenses and expenditures records
- Inventory audit records, both internally and independently produced
- List of all current management and employees, including a separate list of all employees permitted to access any security and surveillance areas
- List of all company vendors, contractors, consultants, and permitted marijuana suppliers
- All notices and written communications with the CCC
- Other business records used in the operation of our facility

All business records shall include manual or computerized records of the following: (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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Other Records, Logs, and Reports

Cannalive will maintain many other records, logs, and reports which are not identified above, including but not limited to:

- Employee access logs, including the dates, times, and identities of those who entered/exited the facility
- Facility and equipment maintenance, sanitation, and cleaning logs
- Records whenever adult-use marijuana products or waste is disposed or handled, including date, type and quantity disposed or handled, the manner of disposal or handling, location, and the names of the 2 agents present with their signatures. These records will be kept for at least three years, or longer in the instance of any enforcement action
- Quarantine transfer logs and inspection reports
- Product destruction and disposal records, including date, time, and method of destruction/disposal (if applicable)
- Security incident reports, including:
  - Reports of attempted breaches/break-ins
  - Reports of vandalism, theft, violence, and other crimes
  - Reports of the expulsion of persons from the premises
  - Smoke, fire, and other alarm notifications
  - Copies of police reports related to any event taking place on the site
  - Diversion and other criminal activity internal investigatory reports, including preliminary reports, 7-day follow-up reports, and final reports written within 30 days of the applicable incident
  - Inventory discrepancy reports
- Loss of power reports
- Reports of emergency events (e.g., fire, flood, other natural disasters)

## *Maintaining Financial Records*

### *Recordkeeping Processes and Policies*

Cannalive Genetics LLC (“Cannalive”) uses established recordkeeping procedures with strict protocols for the efficient and effective creation and maintenance all required reports, records, logs, recordings, and other important business data, information, and documentation. All recordkeeping systems will strictly comply with 830 CMR 62C.25.1 and any other recordkeeping requirements under Massachusetts law, including without limitation 935 CMR 500.140. In conforming with these protocols, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 5 years.

### *Financial Records Retention*

Cannalive uses best security practices for records storage, including but not limited to sales records, audit records, banking records, accounts payable/receivable records, budget and financial planning records, and other business records. All physical financial records will be securely stored in a manager’s office (which will be access-controlled) within a commercial grade storage cabinet, closet, or other secure place to protect them from tampering or theft. Only authorized and properly credentialed agents may access the records. All electronic records will be stored in a manner that is password protected, TLS/SSL encrypted, and accessible only to those authorized persons with proper credentials.

Our facility will have an electronic back-up system for all written and electronic financial records. Duplicate records will be stored within an access-controlled facility maintained or recommended by our trusted commercial security monitoring service provider (e.g., Iron Mountain), if approved by the CCC. Cannalive will require our offsite record storage location to be protected by 2 independent security alarm systems monitored by 2 independent commercial security monitoring services, if requested by the CCC.

### *Cultivation Transaction Records*

Upon the successful completion of a marijuana transaction, a Cannalive agent will issue a transaction receipt then access and update our electronic recordkeeping system with all pertinent sales information, including information recorded on the sales receipt, including:

- The date and time of distribution
- The quantity, type, and form(s) of marijuana distributed
- Any other required data

Upon each completed transaction, Cannalive will immediately update our electronic tracking system with the information contained on the sales transaction receipt, thereby ensuring real time, accurate information on cultivation sales activities are readily available to system users.

At all times, Cannalive will implement sound accounting practices to ensure separate accounting for marijuana and non-marijuana sales in accordance with 935 CMR 500,140(6)(f). Notably, Cannalive's cultivation facility will not be co-located with a cannabis retailer.

### Financial Records

In accordance with 935 CMR 500.105(9) as well as industry best practice, Cannalive will create and maintain the following financial records:

- Annual budgets
- Financial forecasts and other business planning reports
- Balance sheets
- Income statements
- Cash flow statements Transaction and sales records, including copies of receipts
- Expenses and expenditures records
- Bank statements
- Tax records
- Financing agreements (e.g., copies of loan documents, lines of credit, etc.)
- Financial audit records, both internally and independently produced

All business records shall include manual or computerized records of the following: (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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

All financial records will be made available to the CCC upon request and during any inspection of our sites and facilities.

## **Qualifications and Training**

### **Cultivation Position, Responsibilities and Required Qualifications**

Below are job descriptions identifying the expected positions and responsibilities at Cannalive Genetics LLC (“Cannalive”) cultivation facility. These positions will not be hiring when we open but as we grow these are what we anticipate our needs to be

#### **ASSISTANT CULTIVATORS**

##### *Job Summary:*

Perform tasks based on the schedule provided by the Senior Cultivation Manager. Apply knowledge of environmental-control structures, systems, and techniques.

##### *Responsibilities:*

1. Assist the Cultivation Manager in all aspects associated with indoor marijuana cultivation and processing, such as plant maintenance, feeding, pruning, manicuring, trimming, packaging, and curing
2. Observe and examine vegetative development, bloom development, and nutrient schedule to determine optimal conditions
3. Administer and maintain nutrient schedule
4. Identify any pests, diseases, or infestations and manage the outbreak
5. Maintain, clean and disinfect hydroponic systems, lighting systems, and environmental control systems
6. Record environmental conditions such as temperature, humidity, and any other pertinent information as requested by the Senior Cultivation Manager
7. Perform additional tasks as may be required by the Senior Cultivation Manager, including trimming responsibilities

##### *Qualifications:*

Strong indoor marijuana cultivation skills, preferably with 2+ years of experience in a licensed marijuana cultivation facility setting. College degree preferred. Must be able to follow direction and handle typical cultivation, harvest and post-harvest processing tasks.

#### **SECURITY MANAGER**

##### *Job Summary:*

Manage and direct security personnel in identifying, developing, implementing, and maintaining security processes and procedures across the organization to reduce risks, respond to incidents, and limit liability in all areas of financial, physical, and personal risk

##### *Responsibilities:*

1. Establish appropriate standards and risk controls associated with the physical property, marijuana, and electronic records
2. Act as liaison to the local police department.

3. Investigate any incidents regarding the physical property, marijuana, or electronic records
4. Organize periodic trainings pertaining to security for all security and administrative personnel

*Qualifications:*

Strong law enforcement and security background, preferably with 5+ years of experience in law enforcement. Must be able to manage a team of diverse backgrounds and professionally handle a variety of potential security concerns. College degree required.

*TRANSPORTATION PERSONNEL*

*Job Summary:*

Safely and securely account for transportation of marijuana to independent laboratories for testing and to licensed customers (ie, product manufacturers and dispensaries, as the case may be)

*Responsibilities:*

1. Strategically plan and implement the delivery routes to ensure safety and security of the delivered goods
2. Ensure the purchase order is identical to the delivery order
3. Disclose any discrepancies immediately to management
4. Maintain all required transaction documents for the Information & Records Manager's recordkeeping

*Qualifications:*

Must be licensed to drive in MA with impeccable driving record. Strong preference for security, military or law enforcement background. Must be able to quickly assess security threats and possess strong communication skills. College degree preferred.

*Staff Training and Education*

Our staff training and education plan is comprehensive, detailed and consistent with industry best practices. Trainers may include marijuana experts such as cultivators, manufacturing experts, dispensary managers, inventory and quality control specialists, attorneys, pharmacists, physicians, researchers, substance abuse treatment specialists and other subject matter specialists.

All trainers must be experienced in marijuana operations related matters relevant to operating a cultivation facility so that trainees are afforded the opportunity to become experts themselves on the topics discussed. All training programs and materials must be vetted and approved by our managers prior to use in staff training. Generally, before being authorized to work at our facility,

new hires must complete at least 10 hours of mandatory training. Additionally, staff will take at least 10 hours of annual on-going trainings.

Mandatory training covers the following subjects:

- Instruction on the cultivation and post-harvest processing of marijuana
- Marijuana pests and diseases
- Marijuana storage guidelines
- Adult-use marijuana packaging and labeling procedures

Additional initial-hire training includes:

- Training on the use and functionality of METRC our electronic inventory tracking and record keeping system
- MA Medical/Adult Use Marijuana Program law, rules and regulations
- Cannalive's rules policies and prohibitions
- Proper use of security equipment, measures and controls to prevent diversion, theft or loss of marijuana, including law enforcement and emergency responder interaction
- Legal requirements for maintaining status as a registered Cannalive agent
- Duties and responsibilities of each staff position
- Adult-use marijuana shipping, testing, storage, quarantine, returns, recall, disposal and handling protocol
- Record keeping, quality assurance inspections and other operational protocol

Our staff training program guarantees advanced ongoing and continuing education for Cannalive employees on all of the above identified subjects as well as those listed below:

- Updates to standard operating procedures
- The safe handling of marijuana, including an overview of common industry hazards, current health and safety standards and Cannalive best practices
- Legal updates training pertaining to the Commonwealth's Marijuana Program
- Key advancements in marijuana research
- Pharmacology of marijuana and its active ingredients
- Potential therapeutic and adverse effects of marijuana
- Dosage and forms of marijuana and their pharmacodynamic impact
- Potential consumer safety issues with marijuana use
- Other pertinent subjects which could enhance the level of production generated by Cannalive staff and the safety and satisfaction of our customers

As part of our commitment to keep staff current with advancements in training and education, staff will be offered elective training. Elective training subjects will be based on the employee's interest as well as skills needed to increase productivity and improve overall job performance. Included in such elective training will be advanced courses covering all previously identified topics.

After completing this training, employees will be tested to qualify the information retained and ascertain whether they are ready to begin hands-on training. All test results will be retained in the

employee's file. Records regarding responsible vendor training will be maintained for a minimum of five years and will be available to the Commission and other licensing authorities upon request.

Trainees will receive hands-on training in our facility from a manager or senior employee qualified to train new prospective employees.

This phase of our training program is very important and consists of four steps:

- Step 1. (Trainee watches, instructor performs the task). Trainees observe the instructor perform the tasks learned in the modules and may ask questions and take notes. After the trainee has observed the task being properly performed enough times, they move on to the next step.
- Step 2. (Trainee helps, instructor performs the task). In this stage, trainees provide help to the instructor in performing the task. After the instructor feels that the trainee has mastered the basics skills and procedures, the trainee moves to the next step.
- Step 3. (Trainee performs, instructor helps). Here, the roles are reversed and the trainee is now in charge of performing the specific task while still being helped by the instructor. Once the trainee and instructor are comfortable with the trainee's performance, they jointly decide to move to the next step.
- Step 4. (Trainee performs, instructor watches). At this point, the trainee is performing the task on his/her own under the supervision of the instructor who will correct the trainee if necessary but will try to avoid direct assistance.

After the trainee has repeated Step 4 enough times and the instructor is satisfied with their performance, the instructor will schedule an on-the-job-evaluation. The trainee is expected to perform the required duties at the level of a full-fledged employee. Trainees are encouraged not to rush as they are only given two chances to pass the evaluation. If a trainee fails both attempts, their training ends and they must either repeat Steps 1-4 or will be terminated from employment.

### Responsible Vendor Training

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Cannalive Training Policies shall be as follows:

1. At a minimum, Cannalive employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training ("RVT") program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by Cannalive in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.

2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by Cannalive or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once Cannalive is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of Cannalive that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
9. Cannalive shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

Cannalive shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana’s effect on the human body, including:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and

- d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting and confiscating fraudulent identification;
  - c. Patient registration cards currently and validly issued by the Commission;
  - d. Common mistakes made in verification; and
  - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Conduct of marijuana establishment agents;
  - b. Permitting inspections by state and local licensing and enforcement authorities;
  - c. Local and state licensing and enforcement;
  - d. Incident and notification requirements;
  - e. Administrative, civil, and criminal liability;
  - f. Health and safety standards, including waste disposal
  - g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - h. Permitted hours of sale;
  - i. Licensee responsibilities for activities occurring within licensed premises;

- j. Maintenance of records, including confidentiality and privacy; and
- k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

Cannalive shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

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

# Cannalive Genetics LLC

## Diversity Plan

Cannalive Genetics LLC understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created and maintained at Cannalive Genetics.

It is a policy of Cannalive Genetics to promote equity among minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community in the operation of its Microbusiness. To the extent permissible by law, Cannalive Genetics will make part-time and full-time jobs available to minorities, women, veterans, people with disabilities, and, members of the LGBTQ+ community, however Cannalive Genetics shall not discriminate against any applicant and shall comply with all employment laws and other legal requirements. To this end, Cannalive Genetics will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, Cannalive Genetics will implement the following goals in connection with its Diversity Plan:

### Goals:

- Cannalive Genetics endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community. As Cannalive Genetics hires new employees, it shall be a goal of Cannalive Genetics to employ individuals as follows:
  - 50% BIPOC
  - 25% Women
  - 25% LGBTQ+
  - 10% Individuals with disabilities and
  - 10% Veterans.

Further, Cannalive Genetics will seek to employ individuals that fall under multiple diverse categories.

- It shall be a goal of Cannalive Genetics to offer 100% of Cannalive Genetics's opportunities for advancement to management and executive positions internally, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- Cannalive Genetics aims to cultivate diversity in its supply chain and ancillary services and will engage with diverse vendors and vendors committed to the same goals of promoting equity, diversity, inclusion and anti-racism in cannabis industry. It shall be a goal of Cannalive Genetics to retain vendors as follows:
  - 50% BIPOC
  - 25% Women

- 25% LGBTQ+ and
- 10% Veteran.

Again, Cannalive Genetics will seek to utilize vendors/suppliers/contractors that fall under multiple diverse categories.

Cannalive Genetics will appoint a member of senior management to conduct periodic evaluations of its goals and will amend its policies and procedures as necessary in order to better accomplish the goals set out in this Diversity Plan.

### **Programs:**

In order to achieve the diversity goals stated above, Cannalive Genetics shall implement the following programs:

- During our initial year of operations, Cannalive Genetics expects to only need up to four part-time, seasonal employees, to assist with our initial harvest and related activities. To that end, Cannalive Genetics has lined up three BIPOC LGBTQ+ female and one BIPOC male part-time employees for these purposes.
- In an effort to ensure it has the opportunity to interview, and hire a diverse staff after our initial harvest, Cannalive Genetics will post notices for part-time and full-time positions in online resources such as indeed.com, Zip Recruiter and other social media platforms. Cannalive Genetics will also post a notice at the Holyoke City Hall for all part-time and full-time positions. The aforementioned notices will state that Cannalive Genetics is specifically looking for women, minorities, members of the LGBTQ+ community, veterans and persons with disabilities to work for Cannalive Genetics.
- Provide monetary incentives for current employees to refer and recruit peers and individuals from diverse backgrounds.
- Require annual employee education on diversity and implicit biases. Initially, training will be provided internally, but as the company grows, an external consultant may be retained to provide said diversity training.
- Provide an annual survey to employees which will include a section on inclusivity, diversity and workplace environment within Cannalive Genetics.
- Conduct exit interviews to determine reason for leaving and to request feedback on inclusivity, diversity and workplace environment within Cannalive Genetics.
- Give preference to vendors, suppliers and contractors whose owners/employees are a majority BIPOC, women, veteran and/or LGBTQ+.

### **Measurements:**

To the extent reasonably practicable and as allowed by law, Cannalive Genetics shall implement the following measurements:

Pursuant to 935 CMR 500.103(4)(a) Cannalive Genetics's senior management shall prepare an annual report identifying Cannalive Genetics's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this Diversity Plan. Specifically, this report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- a. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license, and this number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within the target demographic groups;
- b. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- c. Number of jobs created since initial licensure;
- d. Summary of job satisfaction data derived from annual surveys and exit interviews;
- e. Number of postings in diverse publications or general publications with supporting documentation;
- f. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance; and
- g. Number of vendors, suppliers and contractors that fall within the target demographic groups.

Cannalive Genetics affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

