



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282392
Original Issued Date: 11/19/2020
Issued Date: 01/20/2022
Expiration Date: 01/21/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: J&L Enterprises, Inc.

Phone Number: 978-633-4587 Email Address: james@jandlgrow.com

Business Address 1: 104 GOVERNOR DUKAKIS DRIVE Business Address 2:

Business City: Orange Business State: MA Business Zip Code: 01364

Mailing Address 1: 104 Governor Dukakis Dr. Mailing Address 2:

Mailing City: Orange Mailing State: MA Mailing Zip Code: 01364

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

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: 40 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: James Last Name: Jaron Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Israeli

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40 Percentage Of Control: 50
Role: Owner / Partner Other Role:
First Name: Luke Last Name: Zbylut 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

Individual Contributing Capital 1

First Name: James Last Name: Jaron Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 50
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Luke Last Name: Zbylut Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$500000 Percentage of Initial Capital: 50
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: James Last Name: Jaron Suffix:
Marijuana Establishment Name: Holyoke Cannabis Business Type: Marijuana Retailer
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

Individual 2

First Name: James Last Name: Jaron Suffix:
Marijuana Establishment Name: J&L Enterprises, Inc. Business Type: Marijuana Cultivator
Marijuana Establishment City: Orange Marijuana Establishment State: MA

Individual 3

First Name: James Last Name: Jaron Suffix:
Marijuana Establishment Name: J&L Enterprises, Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Orange Marijuana Establishment State: MA

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:
First Name: James
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Jaron **Suffix:**

Individual Background Information 2

Role:
First Name: Luke
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Zbylut **Suffix:**

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Art of Org J&L full.pdf	pdf	5d7aac29dfdeea2264a658ea	09/12/2019
Bylaws	Bylaws - J&L Enterprises - 030120.pdf	pdf	5e5c1769e25eb944100374e4	03/01/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Stand SOC J&L.pdf	pdf	5e6695ea44a317443c10901a	03/09/2020
Department of Revenue - Certificate of Good standing	Cert of Good Stand DOR J&L.pdf	pdf	5e6908765a27c34431d19d31	03/11/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	11:21 Cert of Good Standing UI.pdf	pdf	618d4c47e3155f31cafcf451	11/11/2021
Secretary of Commonwealth - Certificate of Good Standing	8:21 Cert of Good Standing- Sec of State.pdf	pdf	618d723f5ca77d31bb6b5396	11/11/2021
Department of Revenue - Certificate of Good standing	9:21 Cert of good standing DOR.pdf	pdf	618d724c6155aa37c42573a2	11/11/2021
Department of Unemployment Assistance - Certificate of Good standing	11:21 Certificate of Good Standing Attestation.pdf	pdf	618d7b9c7f037d37d69bcd09	11/11/2021
Secretary of Commonwealth - Certificate of Good Standing	11:10 Cert. of Good Standing Sec. of Comm Receipt.pdf	pdf	618d7be7e3155f31cafcf68a	11/11/2021
Department of Revenue - Certificate of Good standing	11:10 Cert. of Good Standing DOR Receipt.pdf	pdf	618d7c0451c4da37cbfb9945	11/11/2021

Massachusetts Business Identification Number: 001400656

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	11:21 Proposed Timeline.pdf	pdf	618d51b786cf8531b41a6108	11/11/2021
Business Plan	8:21 Business Plan.pdf	pdf	618d7c327f037d37d69bcd13	11/11/2021
Plan for Liability Insurance	2021 CCC Liability Insurance Active.pdf	pdf	618d7c452c8fa137b9c79d68	11/11/2021
Plan for Liability Insurance	11:21 Plan for Liability Insurance.pdf	pdf	618d7d0c44662a31f2892d56	11/11/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Agricultural Inputs & Pest Management SOP.pdf	pdf	618d5fdd7f037d37d69bcb6	11/11/2021
Policies and Procedures for cultivating.	Harvest Practices SOP.pdf	pdf	618d5fef703abe37a3ab5832	11/11/2021
Policies and Procedures for cultivating.	Irrigation and Water Use SOP.pdf	pdf	618d60056155aa37c4257287	11/11/2021
Policies and Procedures for cultivating.	Propagation Material SOP.pdf	pdf	618d6017bd22c23791133109	11/11/2021
Policies and Procedures for cultivating.	Soil and Growing Mediums SOP.pdf	pdf	618d602651c4da37cbfb97d5	11/11/2021
Restricting Access to age 21 and older	Restricting Access SOP.pdf	pdf	618d6032703abe37a3ab5838	11/11/2021
Security plan	Security SOP.pdf	pdf	618d603d084df83201bfc00c	11/11/2021
Prevention of diversion	Prevention of Diversion SOP.pdf	pdf	618d604fe3155f31cafcf53e	11/11/2021
Storage of marijuana	Storage SOP.pdf	pdf	618d605e6155aa37c425728d	11/11/2021
Transportation of marijuana	Transportation SOP.pdf	pdf	618d60677f037d37d69bcbbe	11/11/2021
Inventory procedures	Inventory and Dispensing SOP.pdf	pdf	618d6077703abe37a3ab583e	11/11/2021
Inventory procedures	Recall and Traceability SOP.pdf	pdf	618d60ac5ca77d31bb6b52cf	11/11/2021
Quality control and testing	Quality Control & Testing SOP.pdf	pdf	618d60bb51c4da37cbfb97e0	11/11/2021
Dispensing procedures	Inventory and Dispensing SOP.pdf	pdf	618d60c95ca77d31bb6b52d4	11/11/2021
Personnel policies including background checks	Personnel Policies.pdf	pdf	618d60dd6155aa37c4257299	11/11/2021
Record Keeping procedures	Records Keeping SOP.pdf	pdf	618d60eb51c4da37cbfb97e4	11/11/2021
Maintaining of financial records	Maintaining Financial Records SOP.pdf	pdf	618d60f999d47637982bda6b	11/11/2021
Diversity plan	Diversity plan 11:21.pdf	pdf	618d61102c8fa137b9c79bfe	11/11/2021
Qualifications and training	Qualifications & Training SOP.pdf	pdf	618d613f7c9a0537aea4c99f	11/11/2021
Energy Compliance Plan	Energy Compliance Plan SOP.pdf	pdf	618d614b6155aa37c425729f	11/11/2021

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 Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: We are not open yet and updated our Positive Impact Plan (included with renewal), but we have shifted our positive impact focus to annual monetary donations that we will begin once we commence operations. Positive impact monetary amount will be re-evaluated as the business opens and brings in revenue.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: We have updated our diversity plan and while we are still not open we have a total of 8 employees, 3 women, 1 disabled person, 1 LGBTQ+.

Our goal is to have 50% of our staff considered to be diverse by the CCC's standards, and as of now we currently have 40% diversity.

We plan to hire on additional diverse staff as we get close to commencing operations.

Please see updated plan attached with added percentage goals for each Commission approved area of diversity.

HOURS OF OPERATION

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

J & L Enterprises, Inc.
104 Governor Dukakis Drive
Orange, MA 01364

To: Abutter to 104 Governor Dukakis Drive, Orange MA

February 18, 2020

Dear abutter,

J & L Enterprises, Inc. is a proposed cannabis cultivation establishment proposed for 104 Governor Dukakis Drive. J&L is applying for a cultivation and manufacturing license from the Cannabis Control Commission (CCC.) We are giving notice of our required Community Outreach Meeting at the proposed location for 5pm on March 9, 2020.

The public is welcome to attend and ask questions. If you would like to attend but are unable to, then I welcome your questions via my contact info above, or you can attend the special permit public hearing at a date to be determined by the town of Orange. You will be notified of the hearing.

Cultivation will occur inside the building and will not be visible from the public way. J&L will also use odor mitigation technology to contain any odor and the site will not be accessible to the public.

Sincerely,



Ezra Parzybok
Cannabis Consultant, on behalf of J&L

CALENDAR FROM C2

jbuchanan@cwmar.org

SayReal and Rebelle: 7 p.m. - midnight. The mother-daughter duo returns for a night of powerful protest songs and reggae-rock. \$12. The Perch at Hawks and Reed, 289 Main St., Greenfield. marketing@hawksandreed.com.

Senior Gay Men's Group: 1 - 2 p.m. Northampton Senior Center, 67 Conz St., Northampton.

Senior Solutions - Introduction to Medicare: 10:30 - 11:30 a.m. Brooks Memorial Library, 224 Main St., Brattleboro. 802-885-2655.

Story Hour with Dance - 11:30 a.m. Dickinson Library, 115 Main St. nore.

Storytelling Standup 7 - 9 p.m. Catch new 413-land- out their latest mater by Kelsey Flynn. \$5. I ley Comedy, 1 Mill VaDT: Hadley. info@happier, joy,

Third Friday Open Pr etry Reading: 7 p.m. freshments, accessib stairs). Sign up before minute open mic slot minute slot available ers welcome. Free. Ar Corner Bridge and Ma. Shelburne Falls. armstno al-

styles, and good music since 1978. First time? Try it for 30 minutes free. \$5 - \$10. Kids under 10 free and welcome. St. James Church, 71 Federal St., Greenfield. 413-658-7011. jasper@dancespree.org.

Duplicate bridge for beginners: 1:30 - 4 p.m. \$2. Lathrop Community Meeting House, 1 Shallowbrook Lane, Northampton. 413-427-5669. judyquake@gmail.com.

Fiddlers Green Contra Dance: 7:30 - 10 p.m. Monthly community contradance. Recommended ages 10 and up. Sit in musicians welcome. No experience or part-

SEE CALENDAR C0

LEGAL

LEGAL HEADER PV2019 11N

Attachment A

Legals

J & L Enterprises, Inc., a proposed cannabis cultivation establishment proposed for 104 Governor Dukakis Drive, Orange is applying for a cultivation and manufacturing license from the Cannabis Control Commission (CCC.) We are giving notice of our public Community Outreach Meeting at the proposed location for 5pm on March 9, 2020. Contact ezra @greenglove.cc for questions. February 20

40862

Legals

Commonwealth of Massachusetts The Trial Court Probate and Family Court Worcester Probate and Family Court 225 Main Street Worcester, MA 01608 (508)831-2200

CITATION ON PETITION FOR FORMAL ADJUDICATION Docket No. WO20P0361EA

Estate of Pearl Alfina Newell Date of Death: 10/09/2019 To all interested persons: A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Robert A. Romanowicz of Shrewsbury, 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: Robert A. Romanowicz of Shrewsbury, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the

Legals

Commonwealth of Massachusetts The Trial Court Probate and Family Court Franklin Probate Family Court 43 Hope Street Greenfield, MA (413) 774- IN FORMAL PUBLICATION Docket No. FR20E0001PP

Estate of: Todd A. Fox Also known as: Todd Fox Agricultural bylaw to allow accessory Date of Death: August 2018 at farms in addition to principal To all persons interested in the above captioned Petition of Jennifer M. Fox on Prime Farmland Soils and Soils of Bernardston, MA Jennifer M. Fox of MA es to the Zoning Bylaws has been informal as the Personal Representative of the estate to secure the bond. The estate amendments can be obtained in the Town administered under hours, 38 Church Street, and at procedure by the Representative

February 20, 27

COMMONWEALTH OF MASSACHUSETTS

FR20E0001PP PROBATE COURT

matter relating to and Aria Finkowski including distributed. and expenses of said Court by Alfred Finkowski, Jr. Interested parties a petition the Court in the State of Maine, representing that formal proceeded part or share of certain land lying obtain orders restricting the Personal Representative appointed under EXHIBIT A



Ezra Parzybok <ezparz@gmail.com>

Community Outreach Meeting J&L

1 message

Ezra Parzybok <ezra@greenglove.cc>

Tue, Feb 18, 2020 at 11:50 AM

To: Alec Wade <awade@townoforange.org>, Gabriele Voelker <ghvoelker@outlook.com>, Mark Jarvis <mark@greenglove.cc>

Good morning Alec and Gabe, we will be conducting our Community Outreach Meeting for J&L Enterprises (Cultivation and Manufacturing) on Monday, March 9th at 5pm.

The meeting will occur at the site: 104 Governor Dukakis Drive, Orange, MA 01364 and public will be able to ask questions. If anyone would like to attend but is unable to, I am reachable for questions at any time.

This email will serve as our notification to the town of Orange unless you would prefer a different protocol.

Thank you,

-Ezra Parzybok

[Greenglove Consulting LLC](#)

Cell: 413-539-3059

Biz Office: 139 Damon Road, Suite #5, Northampton, MA 01060

Cannabis Consultant and author of **Cannabis Consulting**

Medical Cannabis Education: www.ezrahelps.com

The contents of this email are for informational purposes only and do not constitute medical or legal advice.

J&L Enterprises, Inc. Orange: Plan to Remain Compliant with Local Zoning

J&L Enterprises, Inc. (J&L) attests that it will, through its operation of a cultivation and manufacturing establishment in the town of Orange, MA, follow and remain compliant with all local zoning requirements.

J&L is a less than 10,000 square foot building and therefore is allowed by right without a special permit in the industrial zone of Orange where it is located. However, a site plan and building permits are required for review by the building commissioner, who has been reviewing our plans. J&L will also follow the use regulations for security and fire, special provisions for parking, loading, signs, etc. A waste water plan will also be implemented by an engineer as required in the Orange bylaw.

We will also communicate with the town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

Community Outreach Meeting Attestation Form

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

I, James Jaron, (*insert name*) attest as an authorized representative of J&L Enterprises, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 9, 2020 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 2/20/20 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on 2/18/20 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 2/20/20 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Host Community Agreement Certification Form

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

Applicant

I, James Jaron, (*insert name*) certify as an authorized representative of J&L Enterprises, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Orange (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 1/21/20 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Gabriele H. Voelker, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Orange (*insert name of host community*) to certify that the applicant and Town of Orange (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 01/21/2020 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community



Morgan Murphy <morgan@jandlgrow.com>

Request for J&L Enterprises, INC

Morgan Murphy <morgan@jandlgrow.com>

Mon, Dec 27, 2021 at 3:59 PM

To: Alec Wade <awade@townoforange.org>

Hi Alec,

As part of our license renewal process, the CCC requires that we request records from our host community of any actual or anticipated costs our facility has imposed on the town that are/will be reasonably related to the operation of our establishment.

As required by the CCC, I'm informing the Town of Orange again, of the following regulation:

935 CMR 500.103 (4) (f): (f) "...In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

Looking forward to hearing back from you about anticipated costs.

Thanks,

--

Morgan Murphy
General Manager
J&L Enterprises, Inc.
Cell: 508-768-7863
Office: 978-633-4587
www.jandlgrow.com

J&L Enterprises, INC
104 Governor Dukakis Drive
Orange, MA 01364
Office Phone: 978-633-4587
Indoor License: MC282392
Outdoor License: MC282778

Municipal Cost Documentation

J&L Enterprises, INC located in Orange, MA submitted an electronic request to the Town of Orange requesting records of any actual or anticipated costs our facility has imposed on the town that are/will be reasonably related to the operation of our establishment. The town has not responded.

James Jaron

12/29/2021

James Jaron

Date

President

The Green Gateway Positive Impact Program, J&L Enterprises, Inc.

Introduction

This direct mentor-to-mentee program will be hosted in Greenfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. J&L Enterprises, Inc. has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means to acquire mentees.

Acknowledgements

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

Goals:

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, *"...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."*

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- Access to **quarterly** training seminars (see seminar content below)
 - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
 - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.

- PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.
- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, a resource center providing documents and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals.
- Promote PTG attendee participation in a wide-reaching survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

One day seminar - This free, quarterly seminar will be conducted at a suitable venue in the above ADI or for PTG participants remotely. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

Seminar Content:

- Introduction
- A brief history of Marijuana regulation
- Federal Law, State Law, Regulations and Administrative Decisions
- The Cannabis Control Commission
- Developing your vision
- Developing your business plan
- The Application Process - Threading the needle
- Community Resources for Economic Development
- Home-Grown Cannabis regulations
- Employment in the Marijuana Industry
- Open Forum
- Next steps

Mentorship and Counseling - Seminar participants will be offered free, **ongoing** access to a “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to licensing, compliance and regulatory resources that provides access to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ sessions, where PTG participants may pose questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

Positive Impact Survey - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the seminar may complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the seminar. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will help assess and measure the obstacles and routes to success for PTG participants.

Measurements:

Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Attendance** - Attendance will be counted and recorded through both the survey and attendee records. Attendance goals will be achieved if at least 25% of attendees are PTGs or from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define “sustained participation” as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our resource center, or participating in our weekly telephone conference during the 3 months following their first seminar.
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual data report to at least two state or area organizations: the governing body of the above ADI, and an independent regional workforce development and/or economic development organization.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001400656

ARTICLE I

The exact name of the corporation is:

J&L ENTERPRISES, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN THE BUSINESS OF CULTIVATION, PROCESSING, PACKAGING, MANUFACTURING AND TRANSPORTATION AND TO TRANSACT ALL LAWFUL BUSINESS FOR WHICH BUSINESS CORPORATIONS MAY BE ORGANIZED UNDER MASSACHUSETTS LAW.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	2,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

DESCRIPTION OF CAPITAL STOCK - THERE SHALL BE TWO (2) CLASSES OF CAPITAL STOCK: COMMON - CLASS A (VOTING) STOCK, AND COMMON - CLASS B (NON-VOTING) STOCK. EXCEPT AS SPECIFICALLY REQUIRED BY LAW, HOLDERS OF COMMON - CLASS B (NON-VOTING) STOCK SHALL NOT BE ENTITLED TO ANY VOTE WHATSOEVER, AND THE HOLDER S OF COMMON - CLASS B (NON-VOTING) STOCK SHALL NOT BE ENTITLED TO NOTICE OF

OR PARTICIPATION IN THE MEETINGS OF SHAREHOLDERS OF THE CORPORATION, EXCEPT AS OTHERWISE REQUIRED BY LAW, ALL VOTING RIGHTS SHALL BE VESTED EXCLUSIVELY IN THE HOLDERS OF COMMON - CLASS A (VOTING) STOCK, AND EACH SHARE OF COMMON - CLASS A (VOTING) STOCK SHALL ENTITLE THE HOLDER THEREOF TO ONE (1) VOTE. SUBJECT TO THE FOREGOING, COMMON - CLASS A (VOTING) STOCK AND COMMON - CLASS B (NON-VOTING) STOCK SHALL HAVE THE SAME PREFERENCES, QUALIFICATIONS, RIGHTS, AND PRIVILEGES.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

STOCK RESTRICTIONS- A STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER STOCK OWNED BY HIM, HER OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE MANNER FOLLOWING: HE/SHE/THEY SHALL NOTIFY THE DIRECTORS OF HIS/HER/THEIR DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE/SHE/THEY IS/ARE WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM/HER/THEM IN WRITING NAME A SECOND ARBITRATOR AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS, OR THEIR NOMINEE, SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO SO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE/SHE/THEY SHALL SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

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

(A) THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY LAW OR THE BY LAWS REQUIRES ACTION BY THE STOCKHOLDERS. (B) MEETINGS OF THE STOCKHOLDERS MAY BE HELD ANYWHERE IN THE UNITED STATES. (C) THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. (D) ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. (E) THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. (F) THE DIRECTORS SHALL HAVE THE POWER TO FIX FROM TIME TO TIME THEIR COMPENSATION. NO PERSON SHALL BE DISQUALIFIED FROM HOLDING ANY OFFICE BY REASON OF ANY INTEREST, IN THE ABSENCE OF FRAUD, ANY DIRECTOR, OFFICER OR STOCKHOLDER OF THIS CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN WHICH IS A STOCKHOLDER OF THIS COR

PORATION, OR ANY CONCERN IN WHICH ANY SUCH DIRECTORS, OFFICERS, STOCKHOLDERS OR INDIVIDUALS HAVE ANY INTEREST, MAY BE A PARTY TO, OR MAY BE PECUNIARILY OR OTHERWISE INTERESTED IN, ANY CONTRACT, TRANSACTION OR OTHER ACT OF THIS CORPORATION, AND (1) SUCH CONTRACT, TRANSACTIONS OR ACT SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THAT FACT; (2) NO SUCH DIRECTOR, OFFICER, STOCKHOLDER OR INDIVIDUAL SHALL BE LIABLE TO ACCOUNT TO THIS CORPORATION FOR ANY PROFIT OR BENEFIT REALIZED THROUGH ANY SUCH CONTRACT, TRANSACTION OR ACT; AND (3) ANY SUCH DIRECTOR OF THIS CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE DIRECTORS OR OF ANY COMMITTEE THEREOF WHICH SHALL AUTHORIZE ANY SUCH CONTRACT, TRANSACTION OR ACT, AND MAY VOTE TO AUTHORIZE THE SAME; THE TERM "INTEREST" INCLUDING PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN; AND THE TERM "CONCERN" MEANING ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. (G) NO DIRECTOR OF THE CORPORATION SHALL BE LIABLE TO THIS CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, EXCEPT TO THE EXTENT THAT SUCH EXCULPATION FROM LIABILITY IS NOT PERMITTED BY THE MASSACHUSETTS BUSINESS CORPORATION LAW AS THE SAME EXISTS OR MAY HEREAFTER BE AMENDED. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OF ANY DIRECTOR FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL.

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

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

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

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: JAMES JARON
 No. and Street: 104 GOVERNOR DUKAKIS DRIVE
 City or Town: ORANGE State: MA Zip: 01364 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JAMES JARON	33 CAROL LANE HOLYOKE, MA 01040 USA
TREASURER	LUKE ZBYLUT	384 NORTHAMPTON RD., APT. C

		AMHERST, MA 01002 USA
SECRETARY	LUKE ZBYLUT	384 NORTHAMPTON RD., APT. C AMHERST, MA 01002 USA
DIRECTOR	LUKE ZBYLUT	384 NORTHAMPTON RD., APT. C AMHERST, MA 01002 USA
DIRECTOR	JAMES JARON	33 CAROL LANE HOLYOKE, MA 01040 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

CULTIVATION AND MANUFACTURING

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 104 GOVERNOR DUKAKIS DRIVE
City or Town: ORANGE State: MA Zip: 01364 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 104 GOVERNOR DUKAKIS DRIVE
City or Town: ORANGE State: MA Zip: 01364 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

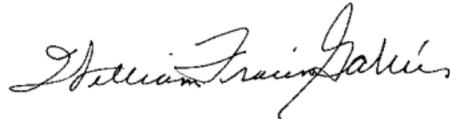
Signed this 5 Day of September, 2019 at 2:15:51 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

JAMES JARON

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:

September 05, 2019 02:13 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

J&L Enterprises Inc

Bylaws

ARTICLE I

OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDER

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon

which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a

greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III

DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the

record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V

COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI

COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in

any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII

NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII

OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his

death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX

CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws

and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X

GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI

INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII

AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED

January 1, 2020.

James Jaron, Secretary



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

William Francis Galvin
Secretary of the
Commonwealth

Date: March 03, 2020

To Whom It May Concern :

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

J&L ENTERPRISES, INC.

is a domestic corporation organized on **September 05, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 20030051120

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

Processed by: smc



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



J&LENTERPRISES INC
71 PINE ST # FLORENCE
FLORENCE MA 01062-1924

9000000

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: zg38p5

BUSINESS PLAN - J&L ENTERPRISES

Marijuana Cultivation Facility

Disclaimer

This Business Plan summarizes certain information about a **J&L Enterprises, Inc.** a Massachusetts company incorporated for the purposes of operating a marijuana cultivation facility. Except where the context requires otherwise, “J&L”, “Company”, “we”, “us”, and “our” refer to **J&L Enterprises, Inc.**

Disclaimer

This Business Plan is confidential and proprietary. It is being furnished by *J&L* to prospective investors for the sole purpose of evaluation of the transaction. Without the prior written permission of the Company, such potential investors will not release this document or discuss the information contained herein or make a reproduction of or use this Business Plan for any other purpose. Prospective investors should not assume that this Business Plan is complete and should conduct their own analysis and investigation of the Company and consult with their personal financial, legal, tax and other business advisers before investing in the Company. Prospective investors agree that they are responsible for conducting their own due diligence investigation to verify to their satisfaction any information, opinions or estimates in this document.

Prospective investors in the Company and any other persons who receive this Business Plan agree that they will hold its contents and all related documents in confidence and that they will not utilize such information to the detriment of the Company. Distribution or reproduction of this Business Plan or related materials, in whole or in part, is prohibited.

The Company makes no representations or warranties as to the accuracy or completeness of the information presented herein. Nothing contained herein is or should be relied on as a promise or representation as to the future performance of the Company.

Forward-looking statements

Certain statements in this Business Plan constitute forward-looking statements, which may be identified by words such as “will,” “expect,” “plan,” “intend,” “anticipate,” and other words indicating that the statements are forward-looking. Such forward-looking statements are expectations only and are subject to known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Company, or industry results, to differ materially from any future results, performance or achievement implied by such forward-looking statements. All of the financial information in this Business Plan is unaudited.

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1. Executive Summary

Overview: *J&L* is a Massachusetts-registered Corporation, established to achieve the legalized cultivation of high-quality marijuana plants and products. The facility will comprise a propagation room; three grow rooms, packaging, administration, and secure storage rooms. The production output will comprise a range of marijuana flower, kief, and trim for sale to licensed retail and wholesale outlets.

Products/Services: *J&L* will cultivate, process, and - through its product range - offer a variety of high quality, marijuana strains that appeal to both regular, occasional, and new consumers of marijuana using mindful production practices and genetics that provide a balance between the highest yields and the greatest value to customers. The facility, in its proposed configuration, will yield an average of 102 lbs of flower and 15 lbs of trim each month (1219 lbs of bud and 183 lbs of trim per year). It is intended that all flower, kief, and trim production will be sold wholesale to retailers and manufacturers.

Market: With the passing of new legislation, legalized marijuana is the fastest growing U.S. Industry. According to ArcView Market Research, the US national legal marijuana market value is now assessed at \$6.7 billion, comprising all states that have active and open sales of marijuana to people legally allowed to possess it under state law. The national market is projected to grow from current levels to \$24.1 billion by 2025 according to New Frontier Data's 2017 Executive Summary. The opening and legalization of the Massachusetts adult-use marijuana market are sure to see a great many players of all sizes looking to claim their share of the market. The initial "novelty-factor" of legalized marijuana will (if legalization in other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in both supply and sales on the market as a whole. *J&L* benefits from being able to offer a range of mature and thoroughly market-tested strains of cannabis.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *J&L* will undoubtedly see competition from other cultivators. Medical marijuana growers, confronted by the projected slump of the medical niche in favor of the adult-use market have rapidly made their product available to retailers or have opened adult-use retail stores of their own.

J&L's competitive advantage over such players is the maturity of our cultivation, drying, and curing processes. This, together with our quality-focused approach, and years of product sales experience, will help ensure superior quality, lower overheads and a readily scalable production volume. We are confident that this approach will allow us to successfully carve out an appropriate market share and aggressively establish brand recognition.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local and statewide market. We have worked hard to mitigate this risk through our years of

experience as caregivers and cultivators in Rhode Island. We know how to fine-tune and perfect our cultivation methodologies in a scalable manner. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will put *J&L* in the best position to succeed.

Management: *J&L* offers a management team that brings a wealth of experience in marijuana cultivation, business development, product creation, sales, operations and financial management.

James Jaron – has over 20 years experience of business operations management having successfully owned and operated numerous businesses.

Luke Zbylut, offers a 'blue-chip' background in investment banking and tax management with an extensive and impressive resume that includes experience working for a number of prestigious organizations.

Elaine Keevin – Master Grower, with more than 20 years experience as a master grower and marijuana cultivator has successfully designed and built numerous cultivation operations. She has expert knowledge in a broad range of grow mediums as well as medium-less cultivation techniques. Elaine has successfully managed and maintained a profitable cultivation business for the last 20 years .

Thomas Gannon – Master Grower, shares Elaine's extensive experience as a master grower and has been cultivating cannabis for almost 20 years. He is experienced in all aspects of cultivation, has expert knowledge of the key grow mediums and brings expertise in environmental and atmospheric control. He has developed new strains of cannabis and specializes in solvent-less extraction methods. During the last 20 years Thomas (together with Elaine) has shared the management of a highly successful cannabis business.

Operations: *J&L*'s activities will be located at 104 Governor Dukakis Ave., in Orange, Massachusetts. *J&L* will occupy 8,000 sq ft of cultivation and processing space and a 28,000 square feet outdoor grow.

Capital Requirements: The capital requirements for *J&L* to execute this business plan are approximately \$594,565 plus working capital of a further \$350,000 for the first year of operations. The Company will allocate the invested capital to the following:

Construction and Fit-out	\$225,275
Equipment – Cultivation and processing	\$327,940
Permits, licensing and applications	\$18,500
Packaging	\$22,850
Working Capital	\$350,000
TOTAL	\$944,565

Financial Snapshot:					
Consolidated Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Total sales revenue	\$10,320,325	\$21,259,870	\$21,897,666	\$22,554,596	\$23,231,234
Total expenses (deductible)	\$1,609,389	\$2,544,333	\$2,620,663	\$2,699,283	\$2,780,261
Total expenses (non-deductible)	\$300,365	\$380,959	\$391,938	\$403,246	\$414,893
Estimated Net Income	\$5,487,370	\$12,082,121	\$12,445,035	\$12,818,836	\$12,818,836

Keys to Success:

- Secure Capex and Opex Investment
- Close lease on property
- Secure state licensing
- Construction of cultivation facility
- Commence cultivation processes
- Community Outreach, training, and engagement
- Effective management of funding and working capital
- Successful branding and marketing strategies
- Reinvestment into new technology and continued expansion to maintain competitive edge

2. Project Overview

2.1 Introduction

J&L will profitably cultivate and sell a range of cannabis flower and plant bi-products applying advanced horticulture production methodologies in a manner that allows for year-round production and superior yields. All of the harvested flower will be dried and cured for sale as pure flower products while the kief and trim will be sold to manufacturers as source material for THC-infused products, or as raw material for THC extraction. Production output will be sold to licensed retail outlets and manufacturers in accordance with the laws of the state of Massachusetts.

The project is budgeted to cost approximately \$944,565 including working capital for the first year.

2.2 Company Ownership

Principal ownership of the company will be divided between James Jaron and Luke Zblyut.

2.3 Company Location and Facilities

The Company's head office, cultivation facility will be created in an existing steel building owned by Luke Zblyut and located at 104 Governor Dukakis Ave, in the town of Orange, Massachusetts. The building is well-located in a correctly-zoned area and offers ample room for both future expansion and outdoor cultivation. Ample power is available, and the open nature of the internal structure makes it ideally suited to be rapidly re-adapted for use as an indoor cultivation facility.

Cultivation

J&L will create a **propagation laboratory** that will be fitted and equipped for the transformation and cultivation of seedlings to cuttings and young plants in preparation for their transfer to the grow rooms. This space will house the mother plants, the genetic base, from which our plants will be cultivated.

Three grow rooms will house the systems and equipment for the continued vegetative growth and flowering of our selected marijuana strains and genetics. This process will see the full vegetative growth phase of the individual plants followed by the triggered transformation to the flowering stage. Once operational, one grow room will be harvested every 17 days producing a total of 21 harvests per year.

Administration Center

The administrative and operations center of the facility will be housed in appropriately furnished office space located adjacent to the principal grow facility.

2.4 Technology

The Company has designed and specified each system to comprise cutting-edge technology that creates an end-to-end cultivation system providing optimal efficiency. These systems are based upon extensive real-world marijuana cultivation experience, and their application has been enhanced and developed by our team to ensure consistent results. The systems and equipment required is summarized, but not limited to, the following:

- Grow Lamps
- Air Conditioning System
- De-Humidifiers
- Fans, Barrels, and Pumps
- R/O water system
- Timers and Smart System
- Water Heater
- Reserve Generator
- Packaging Equipment

3. Products

- Pure flower
- Dry sift kief
- Trim

Product Profiles – The above list of products consists of the cannabis plant broken down into the essential market commodities. The primary market for pure flower are retail outlets. That being said, an excess, or glut of flower may be readily sold to processors and manufacturers for transformation, together with the dry sift kief, and the trim, into extracted or THC-infused products. This flexibility underscores *J&L's* robust revenue strategy allowing us to remain agile and dynamic as the market evolves.

4. The Market

4.1 Market Overview

Currently, 29 states in America and the District of Columbia have legalized marijuana use in some form (medical or adult-use). The majority of these states have allowed sales for medical use and nine states,

including Massachusetts have legalized cannabis for recreational use. Since 60% of the population resides in states that have legalized the use of marijuana for medical use, adult-use, or both, this demonstrates immense potential for the future growth of the industry.

According to *New Frontier Data*, combined medical and recreational sales are thought to have exceeded \$8 billion in 2017 and are projected to exceed \$11 billion in 2018. Further growth is projected with recreational marijuana alone answering for \$7.4 billion annually by the end of 2020, making marijuana the fastest growing industry in the U.S.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. Following extensive consultations the state has now opened the application review process allowing Licensed Marijuana Establishments to start operations.

With 39 cities, 312 towns and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational marijuana industry. This will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state. Many towns have passed moratoria on the sale and production of marijuana. Others are wary of what the market will bring. Mindful of the unpredictability of regulations and their effect on retail sales during the first wave of implementation, *J&L* will establish a high-end cultivation facility to supply its retail outlets and manufacturers.. Building a brand that represents a culture of sophistication, quality, respect for the plant, and respect for the customer's interaction with cannabis will create a platform from which *J&L* will rapidly expand to include other products and exploit further sales opportunities.

5. Competition

5.1 Competitive Landscape

Companies in the marijuana industry typically compete on product type, quality, volume, and reliability. Despite prohibition, the marijuana market enjoys widely recognized norms and expectations. This may appear to make competing on the price a somewhat lower expectation. Nevertheless, the volume of potential cultivators makes price competition a genuine possibility. We will counter this with a robust production strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

J&L will produce a variety of high-quality strains and unique product profiles in a quantity and frequency that will allow us to carve an important niche in the wholesale market. The high-volume players may be expected to exert some form of price pressure. However, their growing and production techniques are geared towards a mass-market product that consumers may feel compromises the integrity of the end product. *J&L* will counter the pressure from high-volume cultivators with the outstanding quality of our flower products.

5.2 Direct Competition

The direct competition for *J&L* will come from similar cultivation operations and micro-businesses that grow, produce and sell similar products with the same (or higher) quality and volume. The exact nature of such competition is difficult to quantify but will become apparent as the state of Massachusetts continues to issue cultivation licenses.

5.3 Competitive Advantages

- Vertically Integrated operation.
- Sufficient volume to become a market force.
- Premium product quality.
- Tried and true cultivation practices.
- Competitive pricing.
- Year-round growth
- Timing of entry into the marketplace
- A strong technical team with proven methods and results over the last 20years
- Energy efficient processes
- A Facility design that allows for rapid expansion and scaling.

6. Strategy and Execution

6.1 Summary

J&L will be recognized as a marijuana brand that offers a distinctive product that represents excellence, quality, and sophistication, that thoughtfully represents customer needs and shared ideals. *J&L* will carve an important niche among competitors using cultivation methods that reflect a deeper understanding of the context for adult-use marijuana by providing a superior product. We will navigate the legislative challenges facing advertising through a combination of targeted direct advertising and customer partnerships. *J&L* will efficiently direct our marketing efforts at the regional and local markets, primarily targeting regional customers while maintaining a watchful eye on the growth potential offered for future expansion.

6.2 Marketing Strategy

Value Proposition – *J&L* will produce exceptional marijuana flower and bi-products, offering customers the convenience and pleasure of a premium marijuana product. Our high-quality marijuana flower will be created using careful cultivation, drying, and curing methods that demonstrate respect for the needs, and nature of the cannabis plant as well as the end-user.

The customer will recognize *J&L* as a mindfully-produced brand that offers an entirely natural product, free from unnecessary additives, where quality, consistency, and an appreciation of the recreational and healthful benefits of marijuana are held in high esteem.

Product differentiation - *J&L*'s approach allows us to respect and nurture the fundamental needs of the marijuana plant in a manner that ensures that we maintain and amplify its natural characteristics, preserving the flavor, complexity and healthful benefits for which it is valued and appreciated. *J&L* products will be distinctively and attractively packaged in a manner that establishes and strengthens our branding objectives.

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. Wholesale pricing will be determined by economic and marketplace conditions, not least those presented by competitors and their pricing models. Nonetheless, marijuana products enjoy – to some degree – the benefits of commoditized values. That is to say, most retailers and manufacturers have a clear idea of the fair market price for marijuana products as do the majority of consumers. While low and mid-market products may be offered for lower prices, our target market will seek out or be attracted to a product that offers qualities for which they are prepared to pay a premium price.

Promotion - The *J&L* Brand and products will be promoted through the following means:

Branding through product appearance and packaging – *J&L* products will be easily and readily identifiable through their distinctive appearance and attractive packaging. This packaging will enjoy a shared branding across the product range and will carefully reflect the premium quality to which our brand aspires.

Direct marketing to a new customer base – The main thrust of our marketing efforts must aim at building brand awareness and rapport with retailers, wholesalers, and consumers. Our route to market through retail outlets and manufacturers enables our marketing and sales efforts to work hand in hand. Initial marketing efforts will center around marketing collateral such as product information leaflets, advertising posters, product displays that support retail sales efforts. We will establish customer partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – CCC regulations lay out strict guidelines regarding marijuana advertisements through print advertising, online advertising, sponsorship. These present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow marijuana-related advertisements across their medium. Federal laws currently prohibit the sale of marijuana products across state lines. This, therefore, largely negates the need for brand-building beyond state borders in the short term. As the principal market for our immediate future lies within Massachusetts, this is where the main thrust of the advertising opportunities open to us will be made.

J&L will navigate CCC advertising regulations by a policy of indirect advertising; leveraging our educational and outreach programs to build brand awareness, through advertorials and carefully "sanitized" brand message advertisements aimed exclusively at the Massachusetts market, and direct advertising through our customer database as this grows through promotional activities.

Direct advertising – The easiest way to reach existing and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral available at our retail outlet, in product packages, on websites, and social media, current and prospective customers who participate in our program of campaigns and events will be asked to share email or social media contact details. This data will allow us to rapidly build our marketing and advertising database and enable us – in a manner that satisfies CCC constraints - to direct advertising and promotions at a target audience that is of legal age, predisposed to marijuana consumption, and is likely to share our values.

Trade shows, conferences, and events – *J&L's* will participate in a small but significant number of these events each year. Selected events will offer relevant state opportunities to promote our brand, strengthen sales, network, provide and monitor legislative and industry information relative to the industry in Massachusetts.

Educational activities – Massachusetts state regulations encourage all licensed marijuana establishments to provide relevant educational opportunities for their local communities. Doing so will help LMEs to qualify for the so-called *Leadership Ratings Program*.

J&L will create a comprehensive series of courses and lectures that meet this desire from the state legislature. *J&L* will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos. Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data.

Community informational activities – The *J&L* team hopes to engage in lectures, seminars, and presentations as thought leaders and entrepreneurs in support of promotional exercises at marijuana-related events. These activities may include educational and/or informational activities carried out at various venues and locations.

Marketing Objectives

1. Persuade buyers that our brand and products fit well with their customer's consumption patterns, lifestyle, and self-image.
2. Engage consumers in our community supportive marketing efforts.
3. Satisfy and exceed supply and customer service expectations of retailers and manufacturers.

Target Market – The breadth and variety of our product range will allow *J&L* to engage both our core markets of retail outlets, processors, and product manufacturers.

Market Channels - Retail sales of marijuana are strictly limited to licensed retail outlets, and medical marijuana dispensaries. The location, presence and licensing status of these establishments will be publicly available through a single online source. Regulations currently preclude opportunities for online purchases as the transportation of marijuana products is strictly regulated.

6.3 Sales Strategy

Sales Objectives

Our business plan will realize the cultivation of a variety of smokable products and cannabis bi-products with a combined net income potential of around \$12M per year (year two).

A comparative study of the marijuana markets in other states suggests that demand will outpace supply by a considerable margin during the first year or two before stabilizing in terms of both price and supply. We believe that the market demand will be sufficient to see rapid and complete sales of all available products.

Strategies for Implementation

Sales will be driven by a combination of customer demand, branding, marketing, advertising, and direct sales. Notwithstanding our potential sales projections, it may prove challenging to establish and maintain a high brand profile while serving the needs of the entire market. We plan to tackle this by offering our products to a limited customer base to help ensure that we strike the best possible balance between choice and availability of product, ensuring that our customer's products of choice are, as far as is possible, always available for delivery.

6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available and have been obtained from legitimate sources. The *J&L* business plan demonstrates a need for \$594,565 in capital expenditure for space preparation, fit-out, systems, and equipment, and a further \$350,000 to meet operational expenditure needs and a strategic reserve during the first twelve months of operation.

Construction, Fit-out, and Systems Acquisition

To prepare our selected location for the cultivation needs that suit our operational requirements we will adapt and fit out the spaces with all necessary equipment, and install and commission all cultivation and operational management systems. Order and acquisition of this equipment and systems must be done as early in the process as possible to mitigate potential lead-time conflicts.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for marijuana establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

First seed and First Sales

Once the above steps have been taken, propagation of our first batch of marijuana may begin. The cultivation facility will be divided into one propagation room and three cultivation rooms. Each 'grow' will start life as cuttings that will be propagated for before being moved to the cultivation or grow room. There they will remain until ready for harvest. In the meantime, the propagation room will have again started to produce cuttings which will, when ready, be moved to their cultivation rooms and so on.

Once harvested, the plants will be divided into flower, kief and leaf (trim). The flower will be trimmed, dried, cured and packaged, while the trim and kief will simply be packaged for sale.

7. Management

The proper management of all aspects of the proposed project is crucial to the success of *J&L*. We have brought together a highly-qualified team that offers the experience and knowledge to achieve our goals in a timely, efficient, and professional fashion.

Elaine Keevin – Master Grower, with more than 20 years experience as a master grower and marijuana cultivator has successfully designed and built numerous cultivation operations. She has expert knowledge in a broad range of grow mediums as well as medium-less cultivation techniques. Elaine has successfully managed and maintained a profitable cultivation business for the last 20 years .

Thomas Gannon – Master Grower, shares Elaine's extensive experience as a master grower and has been cultivating cannabis for almost 20 years. He is experienced in all aspects of cultivation, has expert knowledge of the key grow mediums and brings expertise in environmental and atmospheric control. He has developed new strains of cannabis and specializes in solventless extraction methods. During the last 20 years Thomas (together with Elaine) has shared the management of a highly successful cannabis business.

James Jaron – Manager, a serial entrepreneur, has over 20 years experience of business operations management having successfully owned and operated numerous businesses.

Luke Zbylut, a successful business owner in his own right offers a 'blue-chip' background in investment and tax management with an extensive and impressive resume that includes experience working for a number of prestigious organizations.

7.1 Personnel plan

Despite the management staff providing the essential knowledge and experience, *J&L* will require a number of staff with various skills and abilities. The following positions will be filled to meet full operational requirements. The hiring schedule will be timed to meet our needs and is expected to ramp up to full capacity over the first year.

- Four cultivation assistants – to assist the master growers
- Two trimmers – to trim the finished bud or flower

8. Financials

8.1 Financial Assumptions

Summary financial statements are based upon the following financial assumptions:

General

1. Most (but not all) Costs Of Goods Sold and operational expenses (excluding salaries and wages) reflect a proforma 5% increase annually.
2. Revenues and income reflect a proforma 5% increase annually.
3. Salaries and wages reflect a proforma 3% increase annually.
4. In accordance with Massachusetts State regulations for the marijuana industry, up to 3% of gross revenues for the first three years of operation are payable to the municipality in which the company is located. The exact percentage is determined through a Host Community Agreement between the Licensed Marijuana Establishment in question and the relevant municipality.
5. In accordance with Federal Tax Code 280(e), many operating expenses are non-deductible. In essence this means that all expenses directly related to the Costs Of Goods Sold may be deducted, while general operational, sales and marketing expenses are not.
6. COGS, revenues and yields have been calculated as an average per month for the sake of simplicity. While reality is clearly different, this approach has allowed us to simply and accurately view a process that is full of variables.

J&L Enterprises, INC
104 Governor Dukakis Drive
Orange, MA 01364
Office Phone: 978-633-4587
Indoor License: MC282392
Outdoor License: MC282778

Plan for Liability Insurance

J&L Enterprises, INC currently has general liability insurance that is attached to our application for renewal. We are currently in the process of finalizing product liability insurance for both our indoor and outdoor grow through Phillips Insurance. Once product liability insurance is obtained, we will provide the CCC with said certificates.

James Jaron

11/1/2021

James Jaron

Date

President

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Restricting Access	1	10/15/2021

1.0 SCOPE

1.1. Requirements and processes for restricting access to the facility.

2.0 OBJECTIVES

2.1. Provide procedures to implement and control who enters the premises .

3.0 RESPONSIBILITIES

3.1. Management Team- Ensures all procedures and documentation methods are properly followed with restricting access to the facility.

4.0 DEFINITIONS AND ABBREVIATIONS

4.1. Restricted Access- Access limited to registered agents, visitors, representatives, and contractors that are 21 years of age or older. There are no exceptions to this rule.

5.0 PROCEDURE

5.1. Management Team controls hiring and restricts employment and visitations to individuals 21 years of age or older.

5.1.1. Valid photo ID's and agent registrations are submitted and approved by the CCC prior to providing facility access to employees.

5.1.2. Management and other employees control visitor access by requesting a valid photo ID upon entering to ensure appropriate age.

5.2. Loitering is not permitted on the premises under any circumstances. If any person suspected of loitering should be politely questioned by a staff member and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the General Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.

6.0 REVIEW FREQUENCY

6.1. Every year.

7.0 DISTRIBUTION

7.1. SOP Library – Worker Access

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Restricting Access	1	10/15/2021

8.0 REVISION HISTORY

Issue No.	Revision Summary	Effective Date
New	First Issue – New procedure	01.01.2017
1	First Edit	10/15/2021

9.0 DOCUMENT APPROVAL

	Originator:	Reviewed & Approved By:	Reviewed & Approved By:
Name	Morgan Murphy		
Title	General Manager		
Date	10/15/2021		

Document #	Document Title	Revision	Issue Date
SOP-QA-03	Quality Control & Testing	1	10/12/2021

1.0 SCOPE

- 1.1. Measurement of cannabis products and testing processes for cannabis production facilities.

2.0 OBJECTIVES

- 2.1. To outline the responsibilities, requirements and processes for cannabis product and process measurement.

3.0 RESPONSIBILITIES

- 3.1. Management ensures all procedures are followed and evaluated.
- 3.2. Cultivation Manager ensures all measurement is handled according to this procedure.

4.0 DEFINITIONS AND ABBREVIATIONS

- 4.1. Quality Management System (QMS) – Business and operational processes and systems implemented to ensure GAP and GMP; they include organizational structure, policies, procedures, processes, systems, controls and resources needed to ensure quality products and services.
- 4.2. Cannabis Product – Any cannabis-derived or cannabis-containing product that is packaged for bulk or retail distribution
- 4.3. Cannabis Materials – Any material that contains cannabis or cannabis-derived materials. Cannabis Materials are not necessarily packaged or labeled for bulk or retail distribution
- 4.4. Deviation – Any failure to meet specifications or procedures is documented as a Deviation and is reviewed by Management Team.
- 4.5. Official Test Report – A test report issued on company letterhead, by a laboratory that is recognized according to the binding regulatory body.
- 4.6. Unit of Measure – Typically, units are in metric (grams or ounces). All packages for retail or bulk distribution must list the net quantity of product in the most accurate unit of measure (grams or ounces for weight, milliliters or fluid ounces for volume).

5.0 PROCEDURE

- 5.1. The Cultivation Management Team is responsible to ensure all products meet quality specifications prior to release for sale.
- 5.2. Management Team maintains systems and processes to ensure product quality, and oversees or verifies other processes (such as laboratory testing) to meet this objective.

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- 5.3. Management Team reviews the overall quality management system and how the QMS is used by workers to help validate product quality systems and processes.
- 5.4. Customer Satisfaction
 - 5.4.1. The Management Team monitors information on customer satisfaction and/or dissatisfaction as one of the measurements of performance of the QMS.
Management determines the methods for obtaining and using this information.
- 5.5. Audits
 - 5.5.1. The Management Team conducts periodic internal audits. The purpose of the audit is to determine whether the department's QMS:
 - 5.5.1.1. Conforms to the requirements of applicable standards
 - 5.5.1.2. Is being effectively implemented and maintained
 - 5.5.2. Quality audits are planned and scheduled based on the importance of the activity to be audited.
 - 5.5.3. The results of the audits are documented and brought to the attention of the personnel responsible for the area audited. Cultivation Management personnel responsible for the area take timely corrective action on the deficiencies found during the audit.
 - 5.5.4. Follow-up activities verify and record the implementation of the corrective action, report the verification results and close out the audit. Subsequent audits verify the effectiveness of the corrective actions taken.
 - 5.5.5. Results of internal audits and the corrective action are submitted for management review.
- 5.6. Monitoring and Measurement of Product
 - 5.6.1. The cultivation team measures and monitors the characteristics of a product to verify it meets specifications and requirements.
 - 5.6.2. The cultivation team facilitates collecting material for testing and inspects products as required by material specifications and the operation's product testing plan.
 - 5.6.3. Evidence of conformity with the acceptance criteria is documented on a certificate of analysis that accompanies each batch.

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- 5.6.4. Cultivation Management carries out final inspection in accordance with the quality plan and/or documented procedures to complete the evidence of conformance of the finished product to specified requirements.
- 5.6.5. Records indicate the position and signature of the person responsible for release of product.
- 5.6.6. Cultivation Management’s approval indicates all specified inspections and tests and calibrations, including those specified on receipt or in process, have been completed and the results meet specified requirements.
- 5.6.7. Product release and service delivery does not proceed until Management Team has completed all the specified activities and the associated data and documentation are available.
- 5.6.8. Management has established and maintains records that provide evidence that products have been inspected and/or tested.
 - 5.6.8.1. These records show clearly whether the products have passed or failed according to defined acceptance criteria in product specifications.
 - 5.6.8.2. Where the product fails to pass any inspection or test, the operation follows testing requirements of 935 CMR 500.160.
- 5.6.9. Procedures indicate the processes and authority to release product for sale.
- 5.7. Control of Nonconforming Product
 - 5.7.1. Cultivation Management ensures that product that do not requirements are identified and controlled where possible to prevent unintended use or delivery to the customer, and corrected if delivered. This policy includes:
 - 5.7.1.1. Identification, documentation, evaluation, segregation (where practical), disposition of nonconforming product, and for notification of the functions concerned
 - 5.7.1.2. Assigning responsibility for the review and the authority for disposition of nonconforming product
 - 5.7.1.3. Correction of nonconforming service and re-verification of the affected product after correction to demonstrate conformity (if necessary)

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5.7.1.4. Handling of nonconforming product when it is detected after delivery to the customer

5.8. Data Analysis

5.8.1. Management collects and analyzes appropriate data to determine the suitability and effectiveness of the QMS and to identify improvements that can be made. This includes data generated by measuring and monitoring activities and other relevant sources.

5.8.2. The data are analyzed and may provide information on:

- 5.8.2.1. Customer satisfaction and/or dissatisfaction
- 5.8.2.2. Conformance of products to customer requirements
- 5.8.2.3. Characteristics of processes, product and their trends

5.9. Continuous Improvement

5.9.1. Cultivation Management plans and manages the processes necessary for the continuous improvement of the QMS.

5.9.2. Cultivation Management facilitates the continual improvement of the QMS through the use of the quality policy, objectives, audit results, analysis of data, corrective and preventive action and management review.

5.10. Corrective Action

5.10.1. Cultivation Management takes corrective action to eliminate the cause of identified nonconformities in order to prevent recurrence. Corrective actions are appropriate to the impact of the problems encountered. The following are QA responsibilities for corrective actions:

- a. Identifying nonconformities (including customer complaints)
- b. Determining the causes of nonconformity
- c. Evaluating of the need for actions to ensure that nonconformities do not recur
- d. Determining and implementing the corrective actions needed
- e. Recording results of action taken
- f. Review and evaluation of corrective action taken to assess its effectiveness

5.11. Preventative Action

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5.11.1. Cultivation Management identifies preventive actions to eliminate the causes of identified potential nonconformities to prevent initial occurrence.

5.11.2. Cultivation Management analyzes appropriate sources of information, such as processes and work operations results that affect product quality, concessions, audit results, quality records, service reports and customer complaints, to detect risks and opportunities for preventive action.

5.11.3. Cultivation Management ensures the preventive actions implemented are appropriate for the potential impact of the risk. The following are responsibilities for preventive actions:

5.11.3.1. Identification of potential nonconformities and their causes

5.11.3.2. Determination of the steps needed to eliminate identified causes and completion of the preventive action implementation

5.11.3.3. Recording results of action taken

5.11.3.4. Review and evaluation of preventive action taken to assess its effectiveness

5.11.3.5. Ensuring that relevant information on actions taken, including changes to procedures, is subject to management review

5.12. Product Testing Plan

5.12.1. The operation ensures all products sold or transferred are free from contaminants and adulterants as specified in the product testing plan and/or product specification.

5.12.2. Cultivation Management oversees product testing, including onsite inspections and reviews and offsite testing at qualified laboratories.

5.12.3. The operation develops a testing plan that addresses all risks to products.

a. Testing is done on all batches and final products.

b. All test reports reference the corresponding batch.

c. Test results must match batch/lot and date produced.

d. Test results are provided with all final products.

e. Supplier-provided test results must be from a certified lab and are checked for accuracy.

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- f. Test results are retained for all raw cannabis and cannabis-derived products for three years.

5.12.4. A qualified Management representative reviews all test lab reports to ensure:

- a. Testing laboratory is certified to 935 CMR 500.000 standards.
- b. Test report lists batch/lot number that matches product tested
- c. The report is complete:
 1. Date
 2. Methodology performed and method reference
 3. Lab technician(s) signature or code
 4. Complete data provided
 5. Equipment protocol data provided (equipment and methods)

5.12.5. All test standards are subject to state laws and regulations.

5.13. Sampling Procedures

5.13.1. The operation samples products for testing according to a sampling plan that is required by applicable regulations and/or is scientifically valid.

5.13.2. Sampling meets laboratory criteria and established industry standards.

5.13.3. The sampling log lists the batch or lot number, sampling date, name/description of sample and initials of person performing the sampling.

5.13.4. Samples are ensured by the operation to be sufficiently homogenous and representative of the product sold.

5.13.5. Samples are retrieved, stored and transported in original, clean packaging and packaged in a way that preserves the composition of the sample.

5.13.6. Samples must be sealed with tamper-evident tape or seal. Seals are only broken by an authorized person.

5.13.7. Records of sampling, laboratory data and other documents are kept on file for review for three years from test date.

5.14. Incoming Goods Inspection

5.14.1. Goods are inspected for (as applicable to the product):

- a. Correct item
- b. Correct quantity and/or weight (use calibrated scale)
- c. Meets quality specifications

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- d. Signs of decay or degradation
- e. Foreign materials contamination
- f. Odor
- g. Physical damage
- h. Improper packaging or mislabeling
- i. Product safety
- j. Security issues

5.14.2. All nonconformances are documented.

5.14.3. Recordkeeping for incoming goods:

- a. Incoming inspection logs and raw material inventory report is kept on file for review.
- b. All incoming materials are entered into the inventory list when received and when released to production.
- c. Incoming goods documentation is retained for at least three years.

5.15. Independent Laboratory Testing

5.15.1. The operation has a written procedure for laboratory approval.

5.15.2. The operation uses testing laboratories that meets 935 CMR 500.000 standards.

5.15.3. The operation retains valid certification documents for all testing labs used.

5.16. General Testing Procedures

5.16.1. The operation has product specifications which document threshold limits for the presence of biological, chemical and physical contaminants.

5.16.2. All products must be tested to verify specification was met.

5.16.3. Products found to not meet specification may not be approved for sale.

5.16.4. Test methods and results meet state regulations and limits:

5.16.5. Limits adhere to all applicable regulations.

5.16.6. Limits are stated in commonly understood units of measure, such as parts per million (PPM or ppm) or colony-forming unit (CFU or cfu).

5.17. Microbiology, solvent and chemical residue, and heavy metals must be tested using methods and abiding by limits in compliance with 935 CMR 500.000.

5.18. Potency and Cannabinoid Profile

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5.18.1. The operation tests products for cannabinoid profiles and provides results for levels of THC, THC-A, CBD, CBD-A, CBN, as applicable to the product specification.

5.18.2. Terpenes may be tested if listed on the specification.

5.19. Contaminants and Filth

5.19.1. The operation must visually inspect all products for contaminants and filth.

- a. Contaminants include any biological or chemical agent, foreign matter, or other substances not intentionally added to products that may compromise food safety or suitability.

5.19.2. Thresholds for physical contaminants may be listed on the product specification.

5.19.3. Inspection records indicate a visual inspection has taken place for all batches.

5.20. Stability Testing

5.20.1. The operation may perform stability/shelf life testing as dictated by the nature and usage of the product.

5.20.2. Test results and analysis must be retained.

5.21. Test Results Analysis

5.21.1. All products with pending tests are quarantined until test results are received and reviewed. Containers must include batch/lot code for tracking.

5.21.2. A qualified staff member reviews each test result against the product specification. If the product meets all specifications, the staff member shall release the batch of product to the next step in the process.

5.21.3. A product that fails to meet specifications undergoes investigation. A retest may be conducted as a result of the investigation. Retest results, if within specification, must be supported by a scientific rationale to be accepted over the original results.

5.21.4. Reduced testing frequency may be permitted if statistical data supports a very low risk of contamination.

5.22. Sample Retention

5.22.1. The operation retains at least 2 samples of product from each production batch in a restricted area.

5.22.2. All product samples are kept in storage for three years after manufacture date.

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5.22.3. Any sample involved in a pending claim or legal dispute is not destroyed.

5.23. Records

5.23.1. All inspection, testing and other product measurement records are retained for at least three years after the test date.

5.23.2. Certificates of analysis, test reports and sample logs list the batch/lot, product name and test or sampling date.

6.0 FORMS AND RECORDS

6.1. Laboratory Qualification SOP and Form

6.2. Sampling Log

6.3. Testing Result Checklist

6.4. Material Approval Form

6.5. Material Review Form

6.6. Corrective Action Report

REVIEW FREQUENCY

6.7. Every two years.

DISTRIBUTION

6.8. Managers and Supervisors

6.9. SOP Library – worker access

REVISION HISTORY

Issue No.	Revision Summary	Effective Date
New	First Issue – New procedure	03.31.2017
1	First Edit	10/12/2021

DOCUMENT APPROVAL

	Originator:	Reviewed & Approved By:	Reviewed & Approved By:
Name	Morgan Murphy		
Title	General Manager		
Date	10/12/2021		

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SOP-QA-03	Quality Control & Testing	1	10/12/2021

Personnel Policies and Background Checks

Note: Staff must be able to pass applicable background checks, and agree to comply with policies, procedures and confidentiality requirements as set forth by our company.

1. Introduction

- 1.1. Changes in Policy
- 1.2. Employment-At-Will
- 1.3. Marijuana Establishment Agent

2. Roles, Qualifications, Training, and Selection

- 2.1. Facility Job Classifications and Requirements:
- 2.2. Employee Training and Selection

3. Employment Policies

- 3.1. Employee Classifications
- 3.2. Equal Employment Opportunity & American with Disabilities Act.
- 3.3. Diversity Plan
- 3.4. Confidentiality.
- 3.5. Employment of Minors.
- 3.6. Employment of Relatives
- 3.7. Introductory Period
- 3.8. Personnel Records and Employee References
- 3.9. Privacy
- 3.10. Immigration Law Compliance
- 3.11. Religious Accommodation
- 3.12. Political Neutrality

4. Hours of Work and Payroll Practices

- 4.1. Pay Periods and Paydays
- 4.2. Overtime
- 4.3. Rest and Meal Periods
- 4.4. Time Cards
- 4.5. Payroll Deductions
- 4.6. Wage Garnishment

Standards of Conduct and Employee Performance

- 4.7. Anti-Harassment and Discrimination
- 4.8. Prohibited Conduct
- 4.9. Complaint Procedure
- 4.10. Attendance
- 4.11. Discipline and Standards of Conduct.
- 4.12. Dress Code
- 4.13. Safety
- 4.14. Substance and Abuse
- 4.15. Workplace Searches.
- 4.16. Social Media Policy.
- 4.17. Cell Phone Policy

5. Employee Benefits and Services

- 5.1. General
- 5.2. Group Health Insurance
- 5.3. COBRA
- 5.4. Worker's Compensation.
- 5.5. Social Security Benefits (FICA)
- 5.6. Unemployment Insurance

6. Employee Leaves of Absence and Time Off

- 6.1. General
- 6.2. Sick Days
- 6.3. Holidays
- 6.4. Pregnancy-Disability Leave
- 6.5. Workers' Compensation Leave
- 6.6. Voting Time

1. Introduction

1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of J&L Enterprises, INC (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by J&L Enterprises, INC and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Manager.**

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - 1.4.3.1. be 21 years of age or older;
 - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Roles, Qualifications, and, Training

Facility Job Classifications and Requirements:

2.1. Director of Production;

The Director of Production will drive the long-range strategic planning process for operations by overseeing and managing all cultivation production operations, including production itself, and inventory control. The Director of Production will be responsible for the products life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities. Additionally, the Director Production will be involved in the development of operations-related plans, capacity, budgets, infrastructure, policies and procedures.

Required experience, qualifications and education: a minimum of a Bachelor's degree, or ten to twelve years related experience and/or training, or equivalent combination of education and experience. Must be able to pass applicable background checks, and agree to comply with policies, procedures and confidentiality requirements as set forth by the employer.

2.2. Cultivation Manager;

The Cultivation Manager is responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. Must maintain cleanliness standards and oversee daily inspections and inventory management. Must be able to maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately.

Required experience, qualifications and education: The Cultivation Manager should have a minimum of 10 years cultivation experience and a high school education. He/she needs to be able to oversee a team of individuals to ensure all plants are ready and harvested on schedule.

2.3. Vegetation Agent;

Vegetation Agents ensures that the vegetative area is always clean, and all production goals are on schedule. Vegetative Agents shall care for all plants in the vegetative growth phase, following precise nutrient regimens and pest-prevention procedures in order to maximize plant health and prepare crops for the flowering phase.

Required experience, qualifications and education: The Vegetation Agent should have a high school diploma or an equivalent. The individual should have a complete understanding of the vegetative stage of cannabis cultivation. They need to be able to collaborate with team members to ensure success of their area.

2.4. Clone Agent;

Clone Agents ensure that the demand for new clones of the appropriate strains is propagated in a manner consistent with the production schedule.

Required experience, qualifications and education: The Clone Agent should have a high school diploma at minimum or an equivalent. The individual should have a complete understanding the clone stage of the cultivation of cannabis. He or she needs to be able to collaborate with team members to ensure success of their area.

2.5. Flowering Zone Agents;

The Flower Zone Agent is responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. Must maintain cleanliness standards and report any pest or other infestation in a timely manner. Maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately.

Required experience, qualifications and education: The Flowering Zone Supervisor should have a high school diploma or an equivalent. The individual needs to have experience in cannabis cultivation or agriculture for at least 5 years, and must be able to manage a team. He or she needs to be able to identify problem areas and report to the team and management effectively. Must be able coordinate with team members to ensure cultivation standards.

2.6. Processing Manager;

The Processing Manager oversees all phases of processing beginning at plant harvest. Phases include drying, curing, processing and packaging. Additional responsibilities include quality control and ability to work with the team.

2.7. Processing Manager

The Processing Manager oversees all phases of processing beginning at plant harvest. Phases include curing, trimming, processing and packaging. Additional responsibilities include quality control and damaged product/waste disposal. Must be proficient with tracking and monitoring systems. Post-production is the highest risk phase for diversion and loss, and this position will work closely with the Director of Security to maintain regulatory compliance and prevent loss. The Processing Manager is responsible for manifesting all finished products from cultivation facility inventory into the dispensary inventory. Must ensure the production outputs are in line with the workflow.

Required experience, qualifications and education: The Processing Manager should have a high school diploma at minimum or an equivalent. Experience working within a manufacturing or agricultural setting and managing staff. Experience studying cannabinoid products and developments. Critical thinking and ability to adjust plans based on needs presented in real time. Well-versed in regulations.

2.8. Processing Agents

The Processing Agent is responsible for curing, trimming, processing, and packaging of all cannabis. Experience and qualifications include the ability to perform repetitive tasks for a continuous period.

Required experience, qualifications and education: The Processing Agent should have a high school diploma at minimum or an equivalent. Basic labor skill set required, with experience working within a manufacturing or agricultural setting preferred.

2.9. Packaging Team Lead

The Packaging Lead ensures the packaging of all cannabis at the facility are labeled and packaged correctly in order to meet the demands. The packaging team is responsible for all daily packaging operations at the production facility. This includes but is not limited to supervision of team members; inventory control; compliance with laws and regulations; packaging forecasting; health, safety and sanitation requirements; and other various duties.

Required experience, qualifications and education: The Packaging Team Lead should have a high school degree or equivalent. The individual's background should be within management, preferably in the agriculture field or packaging industry. He or she needs to be able to oversee a team of individuals to ensure all packaging is ready and on schedule for delivery to dispensaries.

2.10. Packaging Agent

Packaging Agents are responsible for packaging all products produced by the facility. Cannabis Packaging Agents will also ensure that the packaging portion of the facility is always clean and sanitary and all production goals are on schedule.

Required experience, qualifications and education: The Cannabis Packaging Agent should have a high school diploma at minimum or an equivalent. The individual should have an interest in understanding the packaging of the cultivation of cannabis. They need to be able to collaborate with team members to ensure success of their area.

2.11. Employee Training and Selection

2.11.1. Our cultivation facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 2.11.1.1. Cannabis Science
- 2.11.1.2. Horticultural & Organic Cultivation
- 2.11.1.3. Methods of Extraction
- 2.11.1.4. Methods of Ingestion
- 2.11.1.5. Cooking with Cannabis
- 2.11.1.6. Medical marijuana use
- 2.11.1.7. Massachusetts Cannabis Law

2.11.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 2.11.2.1. Production management
- 2.11.2.2. Wholesale Sales
- 2.11.2.3. Production and manufacturing
- 2.11.2.4. Packaging labeling and inventory
- 2.11.2.5. Sanitation and maintenance of the facility
- 2.11.2.6. Security of the facility and deliveries
- 2.11.2.7. Back-office business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

3.1.1. The following terms are used to describe employees and their employment status:

3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
 - 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
 - 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
 - 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
 - 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
 - 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
 - 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. Equal Employment Opportunity & American with Disabilities Act.**
- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and

termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

3.4. Confidentiality.

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

3.5. Employment of Relatives

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.8. Privacy

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.11. Political Neutrality

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

- 4.1.1. Employees are paid on a bi-weekly basis. All employees will be paid every other Friday. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

- 4.2.1. Non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each

calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
 - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
 - 5.5.2.1. Dishonesty;
 - 5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor may be subject to immediate dismissal.
 - 5.5.2.3. Falsification of Company records;

- 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

5.6. Dress Code

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

5.7. Safety

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. Substance and Abuse

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

amounts. It also includes any substance a person holds out to another as an illegal drug.

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

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy

5.10.1. Our Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and

to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

- 6.1.1. Aside from those benefits required by state and federal regulations, our Company also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. COBRA

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.3. Worker's Compensation

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.5. Unemployment Insurance

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

7.3. Pregnancy-Disability Leave

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

7.5. Voting Time

- 7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Record Keeping	1	10/13/2021

1.0 SCOPE

1.1. Records Keeping procedures apply to all records used to operate and manage the business including physical documents and digital files.

2.0 OBJECTIVES

2.1. This SOP provides procedures to manage all records and documents used in the course of business operations to ensure product quality, worker safety and compliance with laws and regulations.

3.0 RESPONSIBILITIES

3.1. Management Team – All QA personnel ensure all records that affect product quality are managed according to this procedure.

3.2. Workers – Protect all records and ensure they are processed according to this procedure.

4.0 DEFINITIONS AND ABBREVIATIONS

4.1. Controlled Documents – A document that requires formal approval, review and control to comply with laws, regulations, standards, product quality, worker safety and GMP/GAP. Controlled documents include policies, standard operating procedures, specifications, forms, production records, product and material labels, formulas, audit reports, proprietary information and marketing materials that affect product quality, proper use of products and effective operations.

4.2. Change Control – Procedure that describes required actions to create or change documents that affect (a) facilities, materials, equipment and/or processes used in manufacturing, processing, packaging and testing of cannabis products or (b) that may affect the operation of the quality, safety or support systems for products or production.

4.3. Document Number – Sequential number that is assigned to uniquely identify each document. The number may include a prefix or suffix of letters that identify the type or category of document (SOP, protocol, report, form, etc.), The Document Number may also be known as the Document ID.

4.4. Document Revision – Sequential alpha or numeric character that is assigned to uniquely identify the version of the document that is approved.

Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Record Keeping	1	10/13/2021

- 4.5. Effective Date – Date on the document indicating when the document becomes effective.
- 4.6. Master Document List – A list maintained by Quality Assurance or responsible department/worker that lists the document title, number, revision date and review history.
- 4.7. Obsolete Documents – Documents that have changed and/or will no longer be used.
- 4.8. Record – Any document, form, report or correspondence generated as part of business operations.
- 4.9. Records Management – Process of categorizing, collecting, filing, storing, retrieving, controlling and destroying records to support the compliant operation of the business.
- 4.10. Specification – Quality standard (i.e., tests, analytical procedures and acceptance criteria) provided in an approved application or document that specifies parameters for quality of products, intermediates, raw materials, reagents, components, in-process materials, container systems and other materials used in the production, handling, storage and transfer of a product.

5.0 PROCEDURE

- 5.1. The operation controls all business-related records to ensure optimal support of business operations and compliance with applicable laws and regulations.
- 5.2. The operation assigns a worker to manage the records system, and the worker has the time allotment, skills and experience to adequately meet the position requirements.
- 5.3. Records Policies
 - 5.3.1. Records are legible, readily identifiable and written in English.
 - 5.3.2. Records are available for review and use by authorized workers.
 - 5.3.3. Records are current and correct.
 - 5.3.4. All records are identified, controlled and protected.
 - 5.3.5. All workers participating in the execution of this procedure are trained.
- 5.4. The operations manages all physical records according to state or federal regulations, including:
 - 5.4.1. Restricted storage areas
 - 5.4.2. Lockable filing systems
 - 5.4.3. Sign in/sign out procedures for file review/removal

Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Record Keeping	1	10/13/2021

- 5.4.4. Organized filing systems
- 5.4.5. Physical records are filed in a timely manner
- 5.4.6. Destruction schedules and processes
- 5.4.7. Crisis protection
- 5.4.8. Long-term storage/environmental controls
- 5.5. The operation manages all digital files according to state or federal regulations for:
 - 5.5.1. System access controls
 - 5.5.2. User controls and tracking (viewing, printing, editing and deleting)
 - 5.5.3. Standard file labeling and organized storage hierarchy
 - 5.5.4. Data encryption
 - 5.5.5. File deletion schedules and processes including deletion of data on obsolete computers and data storage devices
 - 5.5.6. Data backup – cloud storage, digital storage services, offsite storage of backup hard drives
 - 5.5.7. Automatic file backup
 - 5.5.8. Long-term protection and file integrity
- 5.6. Management conducts a self-assessment of the records process at least every 90 days, document the assessment and complete any corrective action.
- 5.7. Documents and records are retained for a period of time equivalent to the expected life of the product, but in no case less than two years from the date of product release for commercial distribution.
 - 5.7.1. Record retention requirements may be specified in the approved procedure governing the creation of the record.
- 5.8. All company records are organized and listed in a Records Inventory List according to the following:
 - 5.8.1. Descriptive title of document
 - 5.8.2. Authorizations for view/review
 - 5.8.3. Retention and destruction period (if different than SOP)
 - 5.8.4. Storage and back-up requirements (if different than SOP)
 - 5.8.5. Record location (if electronic, file path and filename)

Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Record Keeping	1	10/13/2021

5.9. The following record types must be identified on the Records Inventory List and updated periodically:

- 5.9.1. Accounting ledgers and reports
- 5.9.2. Audit reports, inspection reports and self-assessments
- 5.9.3. Calibration, maintenance and repair logs
- 5.9.4. Contracts and agreements
- 5.9.5. Corporate organization, bylaws, organization charts
- 5.9.6. Customer information
- 5.9.7. Electronic mail
- 5.9.8. Employment and worker files
- 5.9.9. Insurance
- 5.9.10. Intellectual property
- 5.9.11. Inventory records
- 5.9.12. Legal files, court documents, attorney files
- 5.9.13. Logins and electronic permissions
- 5.9.14. Maintenance logs for facilities and equipment
- 5.9.15. Payroll and wages
- 5.9.16. Press releases
- 5.9.17. Product test data and test lab reports
- 5.9.18. Product transfers
- 5.9.19. Production records
- 5.9.20. Public filings
- 5.9.21. Quality control procedures, logs and records
- 5.9.22. Safety and health (OSHA, worker's comp, medical, SDS)
- 5.9.23. Sales and marketing plans
- 5.9.24. Sales transactions
- 5.9.25. Sample management and control records
- 5.9.26. Sanitation logs
- 5.9.27. Security record
- 5.9.28. Tax returns, tax correspondence and supporting information
- 5.9.29. Test method documentation (lab only)

Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Record Keeping	1	10/13/2021

5.9.30. Training records and program documentation

5.9.31. Vendor records

6.0 FORMS AND RECORDS

6.1. Records Inventory List

7.0 REVIEW FREQUENCY

7.1. Every two years.

8.0 DISTRIBUTION

8.1. Managers

8.2. Administrations

8.3. SOP Library – Worker Access

9.0 REVISION HISTORY

Issue No.	Revision Summary	Effective Date
New	First Issue – New procedure	03.31.2017
1	First Edit	12/13/2021

DOCUMENT APPROVAL

	Originator:	Reviewed & Approved By:	Reviewed & Approved By:
Name	Morgan Murphy		
Title	General Manager		
Date	10/13/2021		

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Maintaining Financial Records	1	10/13/2021

1.0 SCOPE

- 1.1. Maintaining financial records procedures apply to all records used to operate and manage the financial aspect of the business including physical documents and digital files.

2.0 OBJECTIVES

- 2.1. This SOP provides procedures to maintain all financial records, reports, and documents used in the course of business operations.

3.0 RESPONSIBILITIES

- 3.1. Acting bookkeeper (General Manager) – All personnel assigned to ensure all records that affect business finances are managed according to this procedure.

4.0 DEFINITIONS AND ABBREVIATIONS

- 4.1. Business Financial Records- Electronic or written financial records including assets and liabilities, Cannabis sales records, books of accounts (including journals, ledgers, checks, invoices, and credits/vouchers).
- 4.2. Quickbooks- Accounting/bookkeeping software.
- 4.3. Leaflogix- Point of sale system (POS)
- 4.4. Expense Records- Receipts, invoices, statements, transfers, or any other financial transactions records.

5.0 PROCEDURE

- 5.1. Bookkeeper will stay up to date with the latest QuickBooks training available.
- 5.2. Bookkeeper will maintain financial records through QuickBooks as transactions occur.
- 5.3. Bookkeeper will conduct a monthly analysis and reconciliation of accounting software and point of sale system to ensure that security is maintained and information is updated and correct.
- 5.3.1. Bookkeeper will maintain a record of the monthly analysis within the QuickBooks software.
- 5.3.2. Bookkeeper will maintain reports such as profit/loss statements and balance sheets.

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Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Maintaining Financial Records	1	10/13/2021

5.4. Expense Records will be provided to the bookkeeper by any senior management with bank account access and check signing authority.

5.4.1. Records must include, but are not limited to:

- 5.4.1.1. Sales and Purchase agreements
- 5.4.1.2. Lease agreements
- 5.4.1.3. Insurance policy payments
- 5.4.1.4. Utility payments
- 5.4.1.5. Payroll expenses
- 5.4.1.6. Surety bonds
- 5.4.1.7. Tax payments

6.0 FORMS AND RECORDS

6.1. Bookkeeping software (QuickBooks)

6.2. Leaf Logix software

7.0 REVIEW FREQUENCY

7.1. Every Month

8.0 DISTRIBUTION

8.1. Managers

8.2. Administrators

9.0 REVISION HISTORY

Issue No.	Revision Summary	Effective Date
New	First Issue – New procedure	01.01.2017
1	First Edit	10/13/2021

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-MGT-04	Maintaining Financial Records	1	10/13/2021

10.0 DOCUMENT APPROVAL

	Originator:	Reviewed & Approved By:	Reviewed & Approved By:
Name	Morgan Murphy		
Title	General Manager		
Date	10/13/2021		

J&L ENTERPRISES, INC
Diversity Plan

J&L Enterprises (The “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make J&L Enterprises, INC a leader and champion of diversity, both in the Town of Orange and throughout the broader Massachusetts cannabis industry.

J&L Enterprises, INC has a commitment to diversity which is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 50% of our staffing needs from people from diverse backgrounds. Programs to Achieve Diversity Goal One:

- Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of J&L Enterprises, INC corporate hierarchy and across all departments.
- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.

- Increase diversity of the make-up of our staff by actively seeking out diverse candidates, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

- Perform intercultural competency assessments of key staff and management to identify areas where additional training may be warranted.

Measurements:

- Qualitative Metrics: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of J&L Enterprises, INC strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow the Company to adjust our programs in the event that our goals are not being achieved.

- Quantitative Metrics: We will strive to achieve at least 50% of our staffing needs from people from diverse backgrounds, which shall specifically include minorities, women, veterans, people with disabilities, and people from the LGBTQ community. The personnel files shall be evaluated on semi- annual basis to determine how many employees from diverse backgrounds occupy positions within the company and that number shall be divided by J&L Enterprises, INC total staffing at its Orange cultivation facility to determine the percentage achieved.

J&L ENTERPRISES, INC
Diversity Plan

Goal Two: Enhance workforce diversity by contracting with diverse businesses.

Diversity in Contracting.

J&L Enterprises, INC will make good faith efforts to employ a minimum of 10% of its contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a Minority Business Enterprise, a Women Business Enterprise, a Veteran Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran- Owned Business Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Measurements:

- **Qualitative Metrics:** We will seek to have diversity across demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships: i.e. we don’t want our contractors to all fall within the same category of DBE and instead will seek to find companies from businesses owned by minorities; women; veterans; people with disabilities; and people of all gender identities and sexual orientations.
- **Quantitative Metrics:** The Company’s goal shall be that a minimum of 10% of its contractual expenditures will be through contractual agreements with DBE. We will maintain a database of all cannabis establishment wholesale customers and all ancillary service providers by which to judge our progress toward this contracting goal.

AFFIRMATIVE STATEMENTS

1. The Company acknowledges, is aware of, and will adhere to the requirements set forth under 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.
3. The Company acknowledges that the progress or success of this plan, in its entirety, must be documented upon renewal of licensure (one year from the grant of provisional licensure, and each year thereafter).

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-TRA-01	Qualifications & Training	1	10/14/2021

1.0 SCOPE

- 1.1. Worker training procedures and guidelines to build a safe work environment, produce quality products and maintain consistent operations.

2.0 OBJECTIVES

- 2.1. Provide the requirements for training workers so they can effectively, safely and compliantly contribute to operational goals.

3.0 RESPONSIBILITIES

- 3.1. Management:
- 3.1.1. Ensures all workers receive adequate training to complete assigned responsibilities safely and effectively prior to beginning the work.
 - 3.1.2. Reinforces comprehension and execution of training by observing behaviors in the workplace and providing timely feedback.
 - 3.1.3. The Management Team will:
 - 3.1.3.1. Develop training plans
 - 3.1.3.2. Ensures training is delivered to workers
 - 3.1.3.3. Track training participation
 - 3.1.3.4. Maintains all training documentation
 - 3.1.3.5. Improves the training program to meet business needs.
- 3.2. Management ensures all personnel receive adequate training to complete assigned responsibilities safely and effectively prior to beginning the work.
- 3.3. Management has a working knowledge of the quality management systems and production operations. Training qualifications include:
- 3.3.1. Experience or training in a production environment.
 - 3.3.2. Job history and responsibilities managing others.
 - 3.3.3. Demonstrated working knowledge of the production at hand.

4.0 DEFINITIONS AND ABBREVIATIONS

- 4.1. Good Agricultural Practices (GAP) – A set of operational practices that verify agricultural products are produced, packed, handled and stored as safely as possible to minimize risks of food safety hazards.

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SOP-TRA-01	Qualifications & Training	1	10/14/2021

- 4.2. Good Manufacturing Practices (GMP) or (cGMP) – Practices that ensure products are consistently produced according to quality standards.

5.0 PROCEDURE

- 5.1. All personnel receive required training when hired; safety and quality training is initiated prior to beginning work.
- 5.2. The operation provides ongoing training related to job and GMP requirements annually at a minimum.
- 5.2.1. All personnel are trained to follow SOP relevant to the tasks assigned to them.
- 5.3. The training program ensures all staff are trained on the following as required by job or regulatory requirements:
- a. Company policies and procedures
 - b. Emergency procedures
 - c. Hazardous materials
 - d. Industry policies and standards
 - e. Labeling and packaging
 - f. METRC basic & advanced
 - g. Product quality
 - h. Product testing
 - i. Regulatory inspections
 - j. Recordkeeping
 - k. Responsible vendor training
 - l. Sanitation and cleaning procedures
 - m. Security
 - n. Workplace harassment
 - o. Violations and enforcement
 - p. Worker health and safety
- 5.4. Management team conducts worker training.
- 5.5. Job descriptions and organizational charts are used to establish areas of responsibility, and are available to personnel.

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SOP-TRA-01	Qualifications & Training	1	10/14/2021

- 5.6. Managers reinforce training effectiveness through testing comprehension, observing behaviors in the workplace and providing timely feedback.
- 5.7. The Operation identifies workers that do not meet minimum qualifications or experience and provides training and development to correct deficiencies.
- 5.7.1. The responsibilities placed on any one person should not be so extensive that they compromise the effective execution of assigned duties in relation to GMP.
- 5.8. Personnel are sufficiently fluent in spoken and written English to respond to training, accept and implement instructions exactly, and perform accurate recordkeeping.
- 5.9. Training records are retained for at least two years after training is completed.
- 5.9.1. Personnel are not permitted to sign or initial a document unless they have been trained in the task associated with the signature and in the significance of the signature.
- 5.10. The operation provides specific training to workers assigned to areas where contamination is a hazard, e.g., cleanroom areas or areas where sensitive materials are used.
- 5.11. Visitors and untrained personnel are not permitted into production, storage, quality control or restricted access areas without training and security authorization.
- 5.12. Contract personnel must receive appropriate training.
- 5.13. Management retains training schedules and records for at least two years.
- 5.14. Regulatory Training
- 5.14.1. All personnel must undergo 4 hours of annual Registered Vendor Training (RVT).
- 5.14.2. All personnel must undergo an additional 4 hours of training (not RVT) for a total of 8 hours annually.
- 5.14.3. Training covers regulatory policies and federal laws as they apply to employees and the operation of the business.
- 5.14.4. Training includes preparation for working in the Cannabis industry and how to maintain compliance and prevent diversion in the workplace.
- 5.14.5. All personnel must undergo METRC training & complete a METRC knowledge assessment, obtaining a 70% or higher to pass. Once this training is completed,

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SOP-TRA-01	Qualifications & Training	1	10/14/2021

an additional set of METRC advanced cultivation training will be conducted through METRC's Massachusetts website. Both trainings must be completed annually.

6.0 FORMS AND RECORDS

- 6.1. Training Schedule
- 6.2. Training Log

7.0 REVIEW FREQUENCY

- 7.1. Every two years.

8.0 DISTRIBUTION

- 8.1. All supervisors and management
- 8.2. SOP Library – Worker Access

9.0 REVISION HISTORY

Issue No.	Revision Summary	Effective Date
New	First Issue – New procedure	03.31.2017
1	First Edit	11/3/2021

10.0 DOCUMENT APPROVAL

	Originator:	Reviewed & Approved By:	Reviewed & Approved By:
Name	Morgan Murphy		
Title	General Manager		
Date	11/3/2021		

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-CUL-06	Energy Compliance Plan	1	10/12/2021

1.0 SCOPE

- 1.1. Develop and maintain a written environmental Energy Compliance Plan.

2.0 OBJECTIVES

- 2.1. Develop and maintain a written Energy Compliance Plan that documents plans and actions to achieve energy efficiency, water reduction, and mitigate environmental impacts.
- 2.2. Implement processes to maximize the reuse of resources.
- 2.3. Ensure continuous improvement toward environmental sustainability goals.

3.0 RESPONSIBILITIES

- 3.1. Operations management ensures all aspects of the Sustainability Plan are applied and updated in accordance with the following procedures.
- 3.2. All workers understand these procedures and collaborate management to follow procedures and achieve Energy Compliance Plan goals.

4.0 DEFINITIONS AND ABBREVIATIONS

- 4.1. Water Use Plan – A Water Use Plan documents an operation's plans and procedures for water sourcing, storage, use, and discharge. It defines the frequency for water analysis and procedures to ensure assessments are conducted as scheduled and incorporates all water regulations.
- 4.2. Master Equipment List – A Master Equipment List identifies each piece of equipment used in the production process including machinery, test systems, computing and measuring equipment, appliances, devices, vessels, wares, utensils and tools.

5.0 PROCEDURE

- 5.1. Sustainability Plan
 - 5.1.1. The operations management team develops and maintains a written plan that details energy efficiency, water reduction, and mitigation of environmental impacts.
 - 5.1.1.1. Operations completes and documents an environmental impact assessment that identifies positive and negative environmental impact and potential remediation actions.

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SOP-CUL-06	Energy Compliance Plan	1	10/12/2021

- 5.1.1.2. For any outdoor cultivation operations, operations develops and implements a biodiversity plan for the cultivation site and surrounding area.
- 5.1.1.3. Operations reviews and integrates energy audits and implements energy reduction plans where possible.
- 5.1.1.4. Operations reviews the Water Use Plan and integrates water reduction and reuse plans where possible.
- 5.1.2. Operations updates the Energy Compliance Plan annually, documents progress toward objectives and revises the Plan where appropriate.
- 5.2. Carbon Footprint Reduction
 - 5.2.1. Operations documents actions and plans to reduce its carbon footprint.
 - 5.2.1.1. Conducts an energy audit that identifies energy sources and energy consumption per amount of crop produced and/or surface area of crop production. The energy audit compares current consumption to previous years.
 - 5.2.1.2. Updates energy audit comparison annually and retains it for use and review.
 - 5.2.2. Operations establishes the baseline carbon footprint for the current production year to develop a plan (goals, methods, changes) that will reduce the carbon footprint over two production years.
- 5.3. Lighting Efficiency
 - 5.3.1. Operations maximizes use of energy efficient lighting systems and processes:
 - 5.3.1.1. Use of natural light for outdoor cultivation and LED lighting for indoor.
 - 5.3.1.2. Uses timing controllers and motion detectors in offices and non-production workspaces.
- 5.4. HVAC Efficiency
 - 5.4.1. The operation integrates the energy-efficient heating, ventilation and air conditioning (HVAC) systems for indoor operations.

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5.4.2. HVAC equipment and ventilation systems are cleaned and recorded on the Master Equipment List.

5.5. Minimization of Energy Intensity

5.5.1. Operations minimizes energy used per unit of product by tracking the amount of energy required in the production process and/or increasing the output while maintaining the same level of energy input.

5.5.1.1. Performs in-tandem tracking of production yields and energy use over several production cycles.

5.6. Efficient use of Equipment

5.6.1. Operations purchases and installs processing equipment with certified energy efficiency ratings when available.

5.6.2. Workers shut down idle equipment to avoid "standby" energy loads; Operations maintains equipment on schedule per the Master Equipment List

5.6.3. Operations conducts prompt repairs and replacements

5.6.4. Operations trains workers on efficiency methods and behaviors.

5.7. Use of Petroleum Generators

5.7.1. The operation may use a diesel generator for emergency power supply as part of an emergency back-up power system.

6.0 FORMS AND RECORDS

6.1. Sustainability Plan

6.2. Master Equipment List

6.3. Water Use Plan

7.0 REVIEW FREQUENCY

7.1. Every two years.

8.0 DISTRIBUTION

8.1. Production Manager

8.2. Operations Staff

8.3. SOP Library – Worker Access

J&L Enterprises INC		Standard Operating Procedure	
Document #	Document Title	Revision	Issue Date
SOP-CUL-06	Energy Compliance Plan	1	10/12/2021

9.0 REVISION HISTORY

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10.0 DOCUMENT APPROVAL

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Name	Morgan Murphy		
Title	General Manager		
Date	10/12/2021		