



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284606
Original Issued Date: 07/27/2022
Issued Date: 07/27/2022
Expiration Date: 07/27/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Leaf Joy, LLC

Phone Number: 646-719-5720
Email Address: leafjoygill@gmail.com

Business Address 1: 1 Main Road
Business City: Gill
Business State: MA
Business Zip Code: 01354

Business Address 2:

Mailing Address 1: 1 Main Road
Mailing City: Gill
Mailing State: MA
Mailing Zip Code: 01354

Mailing Address 2:

Mailing Zip Code: 01354

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: 90.01
Percentage Of Control: 90.01

Role: Owner / Partner
Other Role:

First Name: Grigori Last Name: Faiziev Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9.99 Percentage Of Control: 9.99

Role: Owner / Partner Other Role:
First Name: Kathleen Last Name: McMahan Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
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: Grigori Last Name: Faiziev Suffix:
Types of Capital: Monetary/ Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:
Equity Capital: \$63308.56 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Main Road
Establishment Address 2:
Establishment City: Gill Establishment Zip Code: 01354
Approximate square footage of the establishment: 6000 How many abutters does this property have?: 13
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	LJ COM documentation.pdf	pdf	622642a87641f907553e9add	03/07/2022
Plan to Remain Compliant with Local Zoning	Gill Zoning Plan.pdf	pdf	622644ec7641f907553e9b02	03/07/2022

Certification of Host Community Agreement	LJ HCA Cert.pdf	pdf	62278014e449f407967db79a	03/08/2022
Community Outreach Meeting Documentation	Leaf Joy COM Recording Email.pdf	pdf	624753f453957f00087214b7	04/01/2022
Community Outreach Meeting Documentation	CCC Confirm Reciept COM Link.pdf	pdf	624753fcc91bef0009534eef	04/01/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	LJ PIP.pdf	pdf	622a42e60034de07b0948ef8	03/10/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role:
First Name: Grigori	Last Name: Faiziev Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role: Owner / Partner	Other Role:
First Name: Kathleen	Last Name: McMahon Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Leaf Joy Operating Agreement.pdf	pdf	62278048e449f407967db7a8	03/08/2022
Articles of Organization	LJ Articles.pdf	pdf	62278094e449f407967db7ac	03/08/2022
Department of Revenue - Certificate of Good standing	LJ DOR Good Standing.pdf	pdf	622780bc43c5a40747318a65	03/08/2022
Department of Revenue - Certificate of Good standing	LJ_DUA_Attestation.docx.pdf	pdf	622780c4440815076f41593e	03/08/2022
Secretary of Commonwealth - Certificate of Good Standing	Leaf Joy SOS COGS.pdf	pdf	62332d8ae938dd07a5f5457a	03/17/2022

No documents uploaded

Massachusetts Business Identification Number: 001542791

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Leaf Joy 3 year Business Plan Outline.pdf	pdf	6227823d6670b20768e7d48d	03/08/2022
Proposed Timeline	Gill Timeline.pdf	pdf	622782d932b90c07941a762c	03/08/2022
Plan for Liability Insurance	LJ Insurance Plan.pdf	pdf	6227831c0034de07b0947fa6	03/08/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	LJ Plan to Obtain Marijuana.pdf	pdf	6227848211f5a30789d98d75	03/08/2022
Separating recreational from medical operations, if applicable	LJ Separation Med and Rec.pdf	pdf	622784b04dd71307b79ce045	03/08/2022
Restricting Access to age 21 and older	LJ Policy for Limiting Access to Age 21 and Older.pdf	pdf	6227866f09efaa0768b8ffc3	03/08/2022
Security plan	LJ Security Plan .pdf	pdf	622786dc32b90c07941a7670	03/08/2022
Prevention of diversion	LJ Prevention of Diversion SOP.pdf	pdf	622787270d00f5077626bfdc	03/08/2022
Storage of marijuana	LJ Storage.pdf	pdf	6227879c43c5a40747318ae6	03/08/2022
Transportation of marijuana	LJ Transportation .pdf	pdf	6227880309efaa0768b8ffe6	03/08/2022
Inventory procedures	LJ Inventory and Tracking SOP.pdf	pdf	62278a2ae938dd07a5f512cb	03/08/2022
Quality control and testing	LJ QA+QC SOP.pdf	pdf	62278a894dd71307b79ce0ad	03/08/2022
Dispensing procedures	LJ Dispensing Procedures.pdf	pdf	62278b03177b01078937d9ed	03/08/2022
Personnel policies including background checks	LJ Personnel Plan and Job Descriptions.pdf	pdf	622791a2440815076f415a9f	03/08/2022
Record Keeping procedures	LJ Recordkeeping SOP.pdf	pdf	622791e79ca34b074e79fc46	03/08/2022
Maintaining of financial records	LJ Financial Records.pdf	pdf	6227929743c5a40747318c0b	03/08/2022
Diversity plan	LJ Diversity Plan.pdf	pdf	6227938543c5a40747318c22	03/08/2022
Qualifications and training	LJ Training SOP.pdf	pdf	6227941532b90c07941a77bd	03/08/2022
Energy Compliance Plan	LJ Energy Compliance SOP.pdf	pdf	6227965832b90c07941a77d2	03/08/2022
Diversity plan	LJ Diversity Plan 2.2.pdf	pdf	6247529853957f000872104e	04/01/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 10:00 PM
Tuesday From: 9:00 AM	Tuesday To: 10:00 PM
Wednesday From: 9:00 AM	Wednesday To: 10:00 PM
Thursday From: 9:00 AM	Thursday To: 10:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 9:00 AM	Sunday To: 10:00 PM



Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

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



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

- a. Date of publication: 10/25/21
- b. Name of publication: Greenfield Recorder

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

- a. Date notice filed: 10/22/21

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

- a. Date notice(s) mailed: 10/22/21

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



Name of applicant:

Leaf Joy LLC

Name of applicant's authorized representative:

Shannon Reynolds

Signature of applicant's authorized representative:





James McMahon <james@mcmahonstrategic.com>

Fwd: Receipt

4 messages

Shannon Reynolds <shannon@ilikebetter.com>
To: James McMahon <james@mcmahonstrategic.com>
Cc: "Jennifer A. A. Edwards" <jennifer@ilikebetter.com>

Fri, Oct 22, 2021 at 9:28 AM

Sending along receipt and confirmation Leaf Joy notice is scheduled to run Monday 10.25. Let me know if you have any questions!

Shannon

----- Forwarded message -----

From: <shunter@recorder.com>
Date: Fri, Oct 22, 2021 at 9:20 AM
Subject: Receipt
To: <shannon@ilikebetter.com>

Have a great weekend

Greenfield Recorder

14 Hope Street, Greenfield, MA

413-772-0261 | Fax: 413-774-5511 | Customer Service: 413-772-0148

Advertising Receipt

LEGALS CASH ACCOUNT
14 HOPE ST
GREENFIELD, MA 01301

Cust#:15585
Ad#:238906
Phone#:4137720261228
Date:10/22/2021

Salesperson: SUZANNE HUNTER

Classification: Legals

Ad Size: 3.0 x 4.90

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Recorder	10/25/2021	10/25/2021	1	461.99	461.99

Payment Information:

Date:	Order#	Type
10/22/2021	238906	CreditCard

Total Amount: 461.99
Tax: 0.00
Total Payments: 461.99
Amount Due: 0.00

LEAF JOY, LLC OUTREACH MEETING - Thank you for your business!

Ad Copy

**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING
REGARDING PROPOSAL OF LEAF JOY
TO OPERATE ADULT-USE MARIJUANA RETAIL AT 1 MAIN ROAD,
GILL, MASSACHUSETTS**

Leaf Joy, LLC, dba Leaf Joy ("Leaf Joy") will be hosting a Virtual Community Outreach Meeting ("the Meeting") on November 8th, 2021 at 5:00 PM. Members of the public are encouraged to attend and participate in the Meeting, either online or on the phone by first going to www.ilikebetter.com/leafjoy for instructions to join.

At the meeting, Leaf Joy will outline its proposal to apply for an Adult-Use Retail license at 1 Main Road, Gill, Massachusetts 01354, (the "Property") pursuant to 935 CMR 500.000 et al, the Town of Gill Zoning Bylaw, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission and the Guidance Documents thereof.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The types of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Meeting participants will be encouraged to ask questions and to engage in discussions with representatives of Leaf Joy. Questions may be submitted in advance via email to: shannon@ilikebetter.com. All questions submitted will be answered during the meeting.

A copy of this notice is on file with the office of the Town of Gill, 325 Main Road Gill, MA 01354. A copy of this notice was mailed at least fourteen calendar days prior to the Virtual Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all 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.

October 25

238906

--

Shannon Reynolds
Co-Founder



www.ilikebetter.com

215.499.8176

238906.pdf
31K

James McMahon <james@mcmahonstrategic.com>
To: Ray Purington/Gill Selectboard <administrator@gillmass.org>

Fri, Oct 22, 2021 at 11:39 AM

Hi Ray,

Another FYI- just wanted to send you the info for the newspaper ad, and let you know it will run Monday rather than Wednesday next week - timing would be great with the Select Board announcement that evening!

Thanks,
James

James A. McMahon, Esq.
President, McMahon Strategic Development, LLC
O: 617.383.7717
C: 203.520.8555
BBO #688532

[Quoted text hidden]



Ray Purington/Gill Selectboard <administrator@gillmass.org>
To: James McMahon <james@mcmahonstrategic.com>

Fri, Oct 22, 2021 at 12:17 PM

James,

I just placed the ZBA legal notice to run on Tuesday 10/26 & 11/2. The notices for the ZBA hearing were mailed today. I'll plan on emailing your notice to Town contacts on Monday.

Since the local newspaper is bound to check, is Leaf Joy LLC a Mass corporation? You know I've already checked, lol. It might be new enough that it's not showing up on the Sec. of State search page.

Have a great weekend!

Ray

[Quoted text hidden]



Virus-free. www.avg.com

James McMahon <james@mcmahonstrategic.com>
To: Ray Purington/Gill Selectboard <administrator@gillmass.org>

Mon, Nov 8, 2021 at 12:45 PM

Hi Ray, sorry for the delayed reply! I just set up Leaf Joy as a Mass LLC, it should post soon, but here is the filing receipt as confirmation. Looking forward to tonight and tomorrow! For tomorrow- is it fully zoom, hybrid (ie zoom for the public but board and presenters in person) or in person?
Talk to you soon!

Thanks,

James

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com

[Quoted text hidden]



Mass. Corporations Division, payment confirmation Leaf Joy LLC.pdf

55K



James McMahon <james@mcmahonstrategic.com>

Attachment B

Fwd: Receipt

Ray Purington/Gill Selectboard <administrator@gillmass.org>
To: James McMahon <james@mcmahonstrategic.com>

Fri, Oct 22, 2021 at 12:17 PM

James,

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Have a great weekend!

Ray

[Quoted text hidden]



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At the meeting, Leaf Joy will outline its proposal to apply for an Adult-Use Retail license at 1 Main Road, Gill, Massachusetts 01354, (the “Property”) pursuant to 935 CMR 500.000 *et al*, the Town of Gill Zoning Bylaw, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission and the Guidance Documents thereof.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The types of Adult-Use Marijuana Establishment to be located at the Property.
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5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Meeting participants will be encouraged to ask questions and to engage in discussions with representatives of Leaf Joy. Questions may be submitted in advance via email to: shannon@ilikebetter.com. All questions submitted will be answered during the meeting.

A copy of this notice is on file with the office of the Town of Gill, 325 Main Road Gill, MA 01354. A copy of this notice was mailed at least fourteen calendar days prior to the Virtual Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all 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.

1 Main Road | Gill, MA | 01354

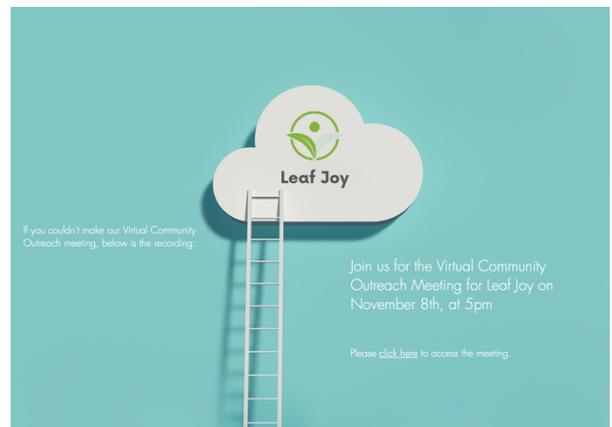
October 25th, 2020

Dear Neighbor:

We hope this finds you well. We are writing to invite you to the Virtual Community Outreach Meeting on Monday, November 8th, at 5:00PM. We feel it is important to hold this meeting on a platform that provides everyone an opportunity to attend. We welcome you to participate either online or on the phone by going to www.ilikebetter.com/leafjoy for instructions to join this Community Outreach Meeting.

At this link (www.ilikebetter.com/leafjoy), you'll see we've prominently displayed instructions to join this gathering from the comfort of your home. During the meeting you will be able to submit questions, via the 'CHAT' function located at the bottom of the screen. All questions will be addressed during the second half of our time together. You can also submit questions via email to shannon@ilikebetter.com during this meeting.

Lastly, if you miss the meeting, a recording of the video presentation will be available upon request that will include closed captions. Please email shannon@ilikebetter.com and we will send you a link to a recording of the presentation and Q&A.



If we have not met you already, Leaf Joy, located at 1 Main Road, Gill, MA, has a clear vision of how we see this business operating in your neighborhood, in partnership with other local businesses, community partners and educational outreach providers.

Our team is working to make sure Gill grows alongside Leaf Joy. We are dedicated to hiring the store's staff from the talent pool in the area and supporting our town with jobs and opportunities. We also look forward to a 3% revenue sharing agreement with the Town, at the legally allowed maximum level, through a Host Community Agreement

We look forward to working with you all we build a model, world-class facility in Gill and to begin sharing updates virtually, on November 8th. Please feel free to contact us with any questions or concerns in advance of this meeting. We'll see you there!

Sincerely,

The Leaf Joy Team

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Gill Zoning Plan

Leaf Joy's management team will be responsible for keeping up with all zoning matters and compliance thereof. The Corner Emporium representatives began meeting with the Town of Gill Administrator and Select Board, and other Town agencies prior to application, and has kept up an extremely close relationship with the Town.

Leaf Joy has obtained all necessary municipal special permits and Host Community Agreements required to obtain a license in the Adult Use of Marijuana program for the 1 Main Road Site. The Zoning Ordinance does not specifically mention Marijuana, but allows retail uses, and marijuana was allowed by special permit.

The Town issued a Special Permit for the retail use, which will be in effect for the duration for Leaf Joy's occupancy of the site. Such uses are allowed by Special Permit in the "Village Commercial" zone, which is the zone where 1 Main Road is located. There is no intent to move the facility or operate out of any other location. The location is in compliance with all relevant zoning requirements and a Special Permit has been issued.



Signature of municipality's contracting authority or authorized representative

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

1. Name of applicant:

Leaf Joy, LLC

2. Name of applicant's authorized representative:

Greg Faiziev

3. Signature of applicant's authorized representative:

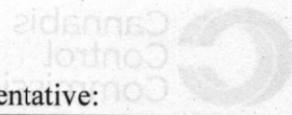
4. Name of municipality:

Gill

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

Ray Purington





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

[Handwritten signature]

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

administrator@gillmass.org

8. Host community agreement execution date:

2/28/22

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

1. Name of applicant: Leaf Joy LLC

2. Name of applicant's authorized representative: Greg Fairve

3. Signature of applicant's authorized representative: [Handwritten signature]

4. Name of municipality: Gill

5. Name of municipality's contracting authority or authorized representative: Ray Purinton





James McMahon <james@mcmahonstrategic.com>

Leaf Joy MRN284606 RFI-1 Attn: Angelo

1 message

James McMahon <james@mcmahonstrategic.com>
To: CCC Licensing <licensing@cccmass.com>

Fri, Apr 1, 2022 at 2:54 PM

Hi Angelo, hope all is well! In reference to the Leaf Joy RFI MRN284606, below is a link to the community outreach meeting recording. Much appreciated!

<https://www.ilikebetter.com/leafjoy>

Thanks, James

James McMahon, Esq.
Principal, McMahon Strategic Development
C: 203.520.8555
O: 617.383.7717
www.mcmahonstrategic.com



James McMahon <james@mcmahonstrategic.com>

Leaf Joy MRN284606 RFI-1 Attn: Angelo

CCC Licensing <licensing@cccmass.com>

Fri, Apr 1, 2022 at 3:11 PM

To: James McMahon <james@mcmahonstrategic.com>, CCC Licensing <licensing@cccmass.com>

Hello James,

Thank you - we confirm safe receipt of your email and will utilize this response as part of our supplemental review. Once that has taken place, you'll receive a Notice from this email address.

Kind regards,

Olivia



Olivia, *Licensing Specialist*

Pronouns: She, Her, Hers

Enforcement Department/Licensing

Cannabis Control Commission

Union Station

[2 Washington Square](#)

[Worcester, MA 01604](#)

licensing@cccmass.com

www.MassCannabisControl.com



Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66 §10 and G.L. c.4 §7 cl. 26. In other words, generally consider email correspondence with me to be public.

[Quoted text hidden]

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Plan for Positive Impact 2.1

In order to positively impact the disproportionately affected areas of Massachusetts, the Company plans to create an educational initiative and a job training program. We are located in the Town of Gill and understand that the adjacent town of Greenfield is one of the Commission's defined twenty-nine areas of disproportionate impact. Our efforts to positively impact the disproportionately affected areas of Massachusetts will focus on bolstering our local community of Greenfield Massachusetts.

Goals

Leaf Joy intends to devote its resources to create and develop beneficial programs centered on issues which it holds dear to its heart. These programs include educational seminars and job training sessions. As our facility is located next to Greenfield, an area of disproportionate impact, we believe our own hiring practices will focus on hiring a workforce from the disproportionately impacted area of Greenfield.

In addition, the company will provide educational seminars and job training to the citizens of Greenfield who are non-employees of the company.

MEASUREMENT OF GOALS

Residents of the disproportionately affected area of Greenfield will be targeted through publication, monthly until at least **20** spots are filled, of the job training program in local newspapers, such as the Greenfield Recorder, and community bulletins. At minimum, **2** Job Training event notices will be posted each week, for two weeks prior to the event in the local publication: The Greenfield Recorder.

Programs

Leaf Joy recognizes that the growth of the marijuana program in Massachusetts will raise a number of questions and concerns within the community at-large. To address these concerns, the Company will offer public education seminars, to up to 30 individuals, in order to provide an opportunity for local community members to learn more about cannabis. These free seminars will be open to the public, take place on a Saturday or Sunday and last for roughly an hour.

The educational seminars will take place on a six-month rolling basis and be located off of the Company's premises or via electronic means. Seminars will include lectures by the Company's executive staff and employees that will inform the community on the facts surrounding the company's activities, cannabis use, and the industry at large, and will address misconceptions or fears that many may have concerning the Company's community presence.

Proposed topics for the bi-annual seminars include:

- Engagement with the CCC,
- cannabis application drafting,
- best practices for cannabis sanitation and compliance,
- information on cannabis wellness,

- small business coaching,
- and resume and interview coaching

The dates and times of the seminars will be posted in the Berkshire Eagle the week prior to the event. The executive management team of the company will develop its education and training seminars in order to ensure a comprehensive education useful to the public who are concerned about the industry's impact on the community or interested in taking part and being involved in the industry.

Our job training programs will take place in the city of Greenfield, an area of disproportionate impact.

Not

only will we encourage candidates in our job training program to fill positions at our own facility, we aim to help candidates find open gainful employment in the cannabis industry. The aim of the programs is to prepare non-employees of the company for gainful employment in the marijuana industry. We will further their chances of job placement by providing letters of recommendation and references attesting to their learned skills. Every individual that attends and completes the job trainings will fill out a contact form and waiver that will allow the company to follow up on the careers of these individuals and assess the impact of our training program.

Leaf Joy intends to hold job training sessions to meet the demands of the industry and the job market. The training sessions will be an intensive two-day weekend course from 10-5 on a consecutive Saturday and Sunday with lunch provided. The company will begin this process immediately on licensure.

Documentation of each event, along with the proposed syllabus and any relevant materials shall be made available to the commission. At minimum, 2 Job Training event notices will be posted each week, for two weeks prior to the event in the local publication: The Berkshire Eagle.

Specific populations of disproportionately affected area of Greenfield will be targeted through publication, monthly until at least 20 spots are filled, of the job training program in local newspapers, such as the Greenfield Recorder, and community bulletins.

In order to positively impact the disproportionately affected we will give selection preferences to those who fall into the following enumerated categories; Past or present residents of Greenfield a geographic "areas of disproportionate impact," which has been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact; Individuals, or individuals with spouses or parents, with past drug convictions, or; Our Job training program shall provide opportunities to those who are interested in a career in the cannabis industry. While these programs are not meant to replace the mandated Responsible Vendor Training program, the lectures should allow candidates to better grasp the nuances of the industry and familiarize themselves with what is expected of them and the industry-standard protocols for achieving those goals.

Measurements

The Company intends to begin its community impact initiative beginning on the date of licensure and hopes to achieve the following one-year targets near the time for the renewal of the license:

1. Leaf Joy hopes to hold at two educational seminars and two job training sessions within the first year of operation. The educational seminars will be open to at least 30 people. The job training sessions will graduate at least 20 trainees.

2. The company intends most, 50%, of its own workforce to fall into one of the enumerated categories above, as the facility is located within an area of disproportionate impact.

3. Similarly, the majority of applicants for the job training program will be comprised of the enumerated categories. The job training program will be advertised locally in the area of disproportionate impact, through the use of newspapers and bulletin boards. The trainee class will be comprised of a majority of individuals from the aforementioned enumerated categories.

Though, in order to quantitatively show progress in furthering the goal of positively impacting the disproportionately affect areas of Massachusetts the company shall grade its own efforts and provide documentation to the commission with the following information.

- Number of individuals hired and retained as employees at LEAF JOY
- Number of individuals trained from the enumerated categories and overall.
- Number of individuals that attended the training that achieved gainful employment in the cannabis industry within 1 year from completing training from the enumerated categories and overall.
- Number and subject matter of job trainings offered and performed by our program.

Leaf Joy has a plan to positively impact the disproportionately affected areas of Massachusetts by responding to the needs of the Greenfield community. Our efforts in job growth and industry specific-training as well as seminars which educate concerned and/or interested citizens about the practices of such a company in their community are the ways that Leaf Joy will serve the Greenfield Community.

The Company will adhere to the requirements set forth in 935 CMR 500.105(4), providing that the Company shall not engage in any prohibited advertising, branding, marketing, or sponsorship practices. The Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

OPERATING AGREEMENT
of
Leaf Joy, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into effective as of the 28th day of October, 2021, by Greg Faiziev, and Kathleen McMahon (each individually, a "Member"; and collectively, the "Members").

The parties to this Agreement, desiring to form a limited liability company known as **Leaf Joy, LLC** (the "Company") pursuant to the provisions of the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C (the "Act"), hereby constitute themselves a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises of the Member, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by the Member as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them below:

(a) "Agreement" means this Operating Agreement, as amended, modified, supplemented or restated from time to time.

(b) "Certificate of Formation" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Commonwealth of Massachusetts Secretary of State's Office pursuant to the Act.

(c) "Member" means a member of the Company identified on Schedule A attached hereto, as the same may be amended from time to time.

(d) "Percentage Interest" shall refer to the percentage ownership interest of each Member in the Company. The Percentage Interests of the Members are set forth on Schedule A attached hereto and incorporated herein for all purposes by this reference, as the same may be amended from time to time.

ARTICLE II - THE COMPANY

2.1 Formation.

(a) The Member hereby agrees to form the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein.

(b) The name and mailing address of each Member of the Company shall be listed on Schedule A, along with their Percentage Interest at formation, and upon execution of this Agreement shall be Members of the Company.

2.2 Name; Principal Place of Business. The name of the Company shall be Leaf Joy, LLC. A short form of the name, **Leaf Joy**, shall also be acceptable for use in appropriate settings. The principal office of the Company shall be located at 1 Main Road, Gill, MA 01354 or at such other place as the Members may from time to time determine.

2.3 Term. The term of the Company shall commence on the date of the filing of the Certificate of Formation in the Massachusetts Secretary of State's Office and shall continue in perpetuity unless dissolved in accordance with the provisions of this Agreement.

2.4 Registered Agent. The Company's registered agent and office in Massachusetts shall be as set forth in the Certificate of Formation of the Company filed with Massachusetts Secretary of State's Office, as the same may from time to time be amended.

2.5 Fiscal Year. The Company's fiscal year (the "Fiscal Year") shall be the calendar year.

ARTICLE III - PURPOSE AND POWERS OF THE COMPANY

3.1 Nature of Business. The business of the Company shall be to invest in, develop, improve, operate, manage, and/or lease certain real estate located within the Commonwealth of Massachusetts at 1 Main Road, Gill, MA 01354, known as the "Premises". The Company shall also engage in such other activities as may be necessary or incidental to the foregoing business activities, including but not limited to purchase, acquisition, and sale of cannabis under Cannabis Control Commission license as a Marijuana Retailer, should such a license be acquired. No purchase, acquisition, or sale of cannabis or operation as a Marijuana Retailer shall occur unless duly licensed and approved to do so by all relevant regulatory agencies.

3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to the powers permitted under the Act.

ARTICLE IV - CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1 Capital Contributions. Each Member has transferred and contributed to the capital of the Company the capital amounts (the "Capital Contributions") set forth on Schedule A. Any contributions by non-Members and the terms of those contributions have been recorded on Schedule A as in addition.

4.2 Capital Accounts; Assets. An individual capital account (each a "Capital Account") shall be established and maintained for each Member in accordance with applicable regulations under the Internal Revenue Code of 1986 as from time to time amended (the "Code"). A Member shall not be entitled to interest on his or her Capital Contribution or Capital Account, or to withdraw any part of his or her Capital Contribution or Capital Account. No Member shall have any right in or to any asset or property of the Company, but shall only have a right to the distributions as and when provided for in Sections 8.2 and 9.2 hereof.

4.3 Maintenance of Capital Accounts. To the extent consistent with such regulations, there shall be credited to each Member's Capital Account the amount of any contribution of capital made by such Member to the Company, and such Member's share of the net profits of the Company, and there shall be charged against each Member's Capital Account the amount of all distributions to such Member, and such Member's share of the net losses of the Company.

4.4 Contribution to Operating Account. In recognition that the Company may not receive income sufficient to pay for insurance, real estate taxes, maintenance and the like, the Members agree to contribute annually as needed to an Operating Account for such purposes as may be assessed from year to year.

ARTICLE V - MEMBERS

5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. All Members shall constitute one class or group of Members of the Company for all purposes of the Act.

5.2 Admission of Members. No person shall be admitted as a Member of the Company after the date of formation of the Company without the unanimous written consent or approval of all the Members at the time of such admission, regardless of whether such person has previously acquired any rights in any existing Member's interest in the Company by assignment, sale or otherwise. A Member's admission to the Company shall become effective upon such Member's execution of a counterpart of this Agreement, or such other instrument as the Members may require, to evidence his or her admission.

5.3 Transfer of Company Interest. No Member may transfer, sell, assign, pledge, mortgage, or dispose of or grant a security interest in his or her interest in the Company (each, a "Transfer") without the prior unanimous written consent of all the Members at the time of such Transfer. Any purported Transfer in contravention of this Section 5.3 shall be null and void.

5.4 Rights and Obligations of Assignee. The purchaser or other transferee of a Member's interest in the Company shall have only the right to receive the distributions and allocations of profits or losses to which the Member would have been entitled, and the obligation to contribute to the Operating Account under this Agreement with respect to the transferred interest and shall not have or enjoy any right to participate in the management of the Company or to receive any financial information or reports relating to the Company or any other rights of a Member unless and until the purchaser or transferee is admitted as a Member pursuant to Section 5.2.

5.5 Allowed Transfer of Company Interest. Notwithstanding the foregoing regarding admission of Members and transfer of Company interest, a Member may transfer during life or at death a Company interest without the prior written consent of other Members, to lineal descendants or to a trust for the benefit of a spouse for life and then to lineal descendants or another Member, or to a trust for lineal descendants or another Member, and on receipt of a transfer, such persons shall become Members. Beneficiaries of a trust shall be responsible for assessments made to Members in the event a trust holding an interest fails to contribute an assessment when due.

5.6 Transfer on Death. Except as provided above, a transferee from an estate or trust on the death of a Member shall not become a Member. Surviving Members shall have the right to purchase, pro rata, the whole of the Company interest of the deceased Member. Election to purchase shall be made within three (3) months of the appointment of an executor or administrator ("estate representative"), or if the Company interest is held in trust, four (4) months from the date of death, and the term "estate representative" will include trustees. The value of a Membership shall be determined by an appraisal of the Premises, as adjusted under ARTICLE IV of this Agreement. The value of the Premises shall be determined by a fair market value appraisal by a registered appraiser. If the purchaser or purchasers cannot agree upon an acceptable appraiser within thirty (30) days of notice of the exercise of the option to purchase, the estate representative and the purchaser or purchasers shall each select an independent appraiser and said independent appraisers so selected shall (by majority vote) select a third appraiser, who shall be qualified as aforesaid. Said third appraiser shall appraise the Premises. Notwithstanding the foregoing, if either the estate representative or purchaser fails to select an appraiser within the above 30-day period, then the appraiser selected by the other shall make the required appraisal. The appraisal shall be conclusive and binding upon the estate representative and the purchaser or purchasers. The expenses of said appraisal shall be paid one-half by the estate representative and one-half by the purchaser or purchasers.

In the event the whole of a Company interest is not purchased by other Members, the person to whom the interest was left shall become a Member.

5.7 Partition. Each Member waives any and all rights that he or she may have to maintain an action for partition of the Company's property, and any Transferee who is not a Member shall, by acceptance of a transferred interest in the Company, be deemed to have waived such rights of partition.

5.8 Sale of Company Interest. A Member may sell a Company interest, first by obtaining unanimous written consent at a price negotiated between the selling Member and the buyer, and second, by offering to the remaining Members a right to purchase, pro rata, the whole of the interest at the negotiated price, such right be exercised within one (1) month of the date of the written consent. In the event the whole of the interest is not purchased by the remaining Members, the selling Member may sell to the buyer at the price negotiated.

5.9 Sale of Company Interest, No Buyer. In the event a Member wishing to sell an interest in the Company ("retiring Member") does not have a buyer, and no other Member wishes to purchase, the retiring Member may, upon unanimous written consent of the Members, deliver the Company interest to the Company to be held in escrow, except, however, only upon delivery to the Company of an agreement of another Member to pay all assessments that will become due during the escrow period on the account of such interest. The said agreement to pay assessments may include recovery against the Capital Account and assignment of the use of the property of the retiring Member to the paying Member. In the event the property is sold during an escrow period, the share to be distributed to the retiring Member shall be valued as of the date the interest is sold. During an escrow period, the retiring Member shall have no membership rights under ARTICLE VI and ARTICLE VII, below, but shall have the continuing right to sell the Company interest.

ARTICLE VI - MANAGEMENT

6.1 Management, Duties, and Restrictions.

(a) General Management. The management and control of the operations of the Company and any ancillary functions thereof related to the Company's business shall rest with the Members.

(b) Powers of Members. Subject to such limitations as may be imposed pursuant to the terms of this Agreement, the Act or by operation of law, the Members are and shall be authorized and empowered to carry out and implement the purposes of the Company. In that connection, the powers of the Members shall include, but not be limited to, the following:

(1) to engage personnel, attorneys, accountants, or such other persons as may be deemed necessary or advisable;

(2) to authorize or approve all actions with respect to distributions by the Company, dispositions of the assets of the Company or its nominee, execution of leases, mortgage contracts, bonds, promissory notes, loan agreements and other instruments on behalf of the Company or its nominee, and to execute any agreements, instruments or documents relating to or affecting such matters;

(3) to acquire, mortgage, improve and convey real property and interests therein, including, but not limited to, easements and rights-of-way, and to execute any agreements, instruments or documents relating to or affecting such matters;

(4) to open, maintain, and close bank accounts and to draw checks and other orders for the payment of money; and

(5) to take such other actions and to incur such reasonable expenses on behalf of the Company as may be necessary or advisable in connection with the conduct of the affairs of the Company.

(c) Liability of Members. In carrying out their duties, the Members shall not be liable to the Company or to any other Members for any actions taken in good faith and reasonably believed to be in the best interest of the Company or which are taken upon the written advice of legal counsel for the Company.

(d) Reliance on Act of Members. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of each of the Members. Any persons other than a member may and shall be entitled to rely on certificates, instructions, agreements or assignments signed or purporting to be signed by a Member for or on behalf of the Company, and on the statements and agreements set forth therein, without inquiry as to the due authorization thereof or the authority of the person signing or purporting to sign such certificates, instructions, agreements or assignments.

(e) Delegation, Manager. The Members may appoint individuals with such titles as they may elect, including the titles of President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Members may delegate in writing to any such person, and the Members shall also appoint a manager or Managers to act on behalf of the Members as aforesaid for the purpose of executing instruments which are to be filed with the Massachusetts Secretary of State or a Registry of Deeds in a county in which the Company shall own real estate.

(f) Books and Records. The Company's books and records shall be maintained in accordance with good record keeping practices and federal and state income tax laws and regulations. All books and records of the Company shall be maintained at the principal office of the Company, and each of the Members shall have access thereto to review the same at any time upon reasonable notice and during normal business hours.

(g) Reimbursement of Members. The Members shall be reimbursed by the Company for all reasonable costs and expenses (including attorney and accountant fees) incurred or paid by them for or on behalf of the Company.

ARTICLE VII - VOTING, MEMBER CONSENTS AND MEETINGS

7.1 Voting. Each Member shall be entitled to vote in proportion to his or her Percentage Interest in the Company from time to time. Such vote may be exercised by written or oral notification, including telephonic, by a Member to the other Members.

7.2 Member Consents. The amendment of this Agreement, admission of a new Member, dilution of any Company units, sale of Company units, and transfer of Company interest, shall require the vote and unanimous approval of all the Members. All other actions taken by the Company shall require the vote and approval of Members owning fifty-one percent (51%) or more of the Percentage Interests at the time of such vote.

7.3 Meetings of the Members. The Members may, but shall not be required to, meet from time to time to consider the affairs of the Company and to take any action permitted to be taken by the Members by law or under this Agreement. Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. **This notice period may be waived by the written consent of all members.** Attendance at meetings may be via telephone conference. Each Member may authorize any person to act for it by proxy on all matters on which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at the meeting. Every proxy must be signed by the Member or his or her attorney-in-fact. A quorum for each meeting shall be one more than one-half the number of all Members.

ARTICLE VIII - ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocation of Profits and Losses. The net profits, net losses, net cash flow and net proceeds of any sale of any property of the Company or upon liquidation of the Company shall be allocated among the Members according to the Percentage Interests of each Member. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

8.2 Distribution to Members. The Members shall receive, in proportion to their respective Percentage Interests in the Company, as much of the Company's Net Cash From Operations as the Members may from time to time determine. For the purposes hereof, the term "Net Cash From Operations" shall mean the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, guaranteed payments and contingencies, all as determined

by the Members. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar non-cash allowances, but shall be increased by any reductions of reserves previously established.

ARTICLE IX - DISSOLUTION AND TERMINATION OF COMPANY

9.1 Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (a) the sale or disposition of all or substantially all of the assets of the Company;
- (b) the written consent of the Members owning eighty percent (80%) or more of the Percentage Interests in the Company; or
- (c) the entry of a decree of judicial dissolution in accordance with the provisions of the Act.

9.2 Winding Up. Upon the dissolution of the Company, a Member selected by the remaining Members (in either case, the "Liquidating Members"), shall proceed with the winding up of the Company and apply and distribute the Company's assets as provided in this Section 9.2. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans that may have been made by the Members to the Company) and to the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the Company and for the discharge of liabilities to creditors, so as to enable the Liquidating Member to minimize the normal losses attendant to a liquidation. The remaining assets shall next be applied to the repayment of any loans made by the Members to the Company. All assets then remaining shall be distributed to the Members in accordance with their respective Capital Accounts after giving effect to all contributions, distributions and allocations for all periods. Notwithstanding any of the foregoing, the Liquidating Member may retain a sum deemed necessary by him or her as a reserve for any contingent liabilities, expenses and obligations of the Company. Upon the final distribution of assets to the Members, each of the Members shall be furnished with a statement which sets forth the assets and liabilities of the Company as of the date of the complete liquidation.

ARTICLE X - LIABILITY AND INDEMNIFICATION

10.1 Liability. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

10.2 Indemnification. The Company shall indemnify and hold harmless the Members and their respective employees and authorized agents from and against any loss, damage or claim

incurred by reason of any act or omission performed or omitted by such Member, employee or authorized agent in good faith on behalf of the Company and reasonably believed to be within the scope of authority conferred by this Agreement, except that no Member, employee or authorized agent shall be entitled to be indemnified or held harmless from or against any loss, damage or claim incurred by reason of such member's, employee's or authorized agent's gross negligence or willful misconduct; provided, however, that any indemnity under this Section 10.2 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account there.

ARTICLE XI - MISCELLANEOUS

11.1 Governing Law. The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

11.2 Agreement Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors, and assigns.

11.3 Notices. Notices to the Members or to the Company to be furnished hereunder shall be deemed to have been given when mailed, by prepaid registered or certified mail, or when deposited with an express courier service, addressed to the address set forth on Schedule A or as set forth in any notice of changes of address previously given in writing by the addressee to the addressor.

IN WITNESS whereof, the Member acknowledges that they have executed this Operating Agreement on the date written below:

Signature page to follow

11/8/2021

Date

DocuSigned by:



A299F54B24DB4E4...

MEMBER

DocuSigned by:



1F2FF71D83FD4D9...

MEMBER

Schedule A:

Leaf Joy, LLC

A. Members

1. Greg Faiziev
6333 98th Place Apt 8R
Rego Park, NY 11374
Gabyfaz221@gmail.com

2. Kathleen McMahon
517 Boston Post Road #642
Sudbury, MA 01776
kathleenmcmahondesigns@gmail.com

B. Percentage Interest

1. MEMBER
 - a. Interest: 90.01% of all Member Units

2. MEMBER
 - a. Interest: 9.99% of all Member Units



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001542791

1. The exact name of the limited liability company is: LEAF JOY, LLC

2a. Location of its principal office:

No. and Street: 1 MAIN ROAD
 City or Town: GILL State: MA Zip: 01354 Country: USA

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

No. and Street: 1 MAIN ROAD
 City or Town: GILL State: MA Zip: 01354 Country: USA

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

CONSUMER PACKAGED GOODS RETAIL, AND ANY OTHER LEGAL BUSINESS WITHIN THE JURISDICTION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JAMES MCMAHON
 No. and Street: 25 HAMMOND CIRCLE
 City or Town: SUDBURY State: MA Zip: 01776 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	GREG FAIZIEV	1 MAIN ROAD GILL, MA 01354 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JAMES MCMAHON	517 BOSTON POST ROAD, UNIT 642

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	GREG FAIZIEV	1 MAIN ROAD GILL, MA 01354 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of November, 2021,
GREG FAIZIEV

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

THE COMMONWEALTH OF MASSACHUSETTS

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

November 08, 2021 12:35 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEAF JOY, LLC
1 MAIN RD
GILL MA 01354-9755

000020

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor 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

To whom it may concern,

My business, Leaf Joy, LLC has no employees at this time. As such, I am unable to register with the Department of Unemployment Assistance until hiring employees. Once we progress through the licensure process and hire employees, I will register with the department and provide proof of good standing to the Commission.

Thank you,

DocuSigned by:

A299F54B24DB4E4...

Greg Faiziev
Member
Leaf Joy, LLC



William Francis Galvin
Secretary of the
Commonwealth

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

March 9, 2022

TO WHOM IT MAY CONCERN:

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

LEAF JOY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 8, 2021**.

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

LEAF JOY

THREE YEAR BUSINESS PLAN

LEAF JOY, LLC (“LEAF JOY”) will be the gold standard of boutique cannabis retail. With a completely renovated, state-of-the-art facility LEAF JOY is proud to be a pioneer as the cannabis retail facility in Gill.

LEAF JOY launched in 2021. Since our founding, we have been proud to be a community-focused company – working closely with our local partners to ensure safe, regulated access to cannabis. Our team is top notch, and we look forward to growth and development of the company.

MISSION STATEMENT

LEAF JOY seeks to be on the forefront of recreational cannabis retail for the Commonwealth of Massachusetts. LEAF JOY was founded with a mission to provide the Commonwealth with safe, reliable, and stringently tested cannabis. LEAF JOY has developed its facility not only with an eye towards acquiring the highest quality product for consumers, but with being identified as the standard for responsible cannabis discovery and distribution.

BRAND, MARKETING AND SALES NARRATIVE

LEAF JOY is deeply committed to our high quality products, services and the Gill community. We are dedicated to hiring our staff from the talent pool in Gill and supporting the town with jobs and opportunities. LEAF JOY will be working with community leaders and organizers to ensure that we are reaching a diverse applicant pool when it comes to hiring, and building relationships in Gill.

LEAF JOY will sponsor community cannabis meetings and will be an active participant in educational outreach programs, including youth anti-substance abuse meet-ups and campaigns. Our marketing materials will comply with the CCC and state regulations. Additionally, our logo and all future marketing materials will not use cartoons or in any way appeal to children. We are

dedicated to educating our consumers and the community on the health benefits of cannabis, and we work tirelessly to prohibit and dissuade use by non-adults.

LEAF JOY looks forward to working with the community to remain the model of how a world-class facility should operate when bringing high-quality products to our neighbors in Gill.

Sales Narrative – Cannabis Flower

LEAF JOY will feature the premier cannabis flower from across the Commonwealth. Initially, the flower will be sourced from adult-use indoor growers, but with time, LEAF JOY will feature outdoor product, Gill-grown licensed product when available, and product from microbusinesses and social equity cultivators.

Sales Narrative – Marijuana Infused Products (MIPs)

LEAF JOY will provide the highest quality oils, extracts, concentrates, topicals, and edibles, also called Marijuana Infused Products or MIPs. All MIPs carried for retail are produced by the industry's most innovative and creative Extraction Artists and are lab tested and certified for quality and content.

Plan for Obtaining Liability Insurance

- I. Purpose
 - a. The purpose of this plan is to outline how Leaf Joy will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.
- II. Plan
 - a. Leaf Joy will maintain an insurance policy that satisfies the requirement under 935 CMR 500.105(10).
 - i. Leaf Joy will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - ii. The deductible for each policy is not higher than \$5,000 per occurrence.
 - b. Leaf Joy will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.
 - c. Leaf Joy is currently reviewing plans offered by cannabis compliant insurance underwriters. A plan that meets all of these requirements will be engage prior to final licensure.

This is not a co-located facility, and thus no separation plan is applicable.

Policy for Restricting Access to Age 21 and Older

- I. **Intent** Our Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 935 CMR 501.000 and 935 CMR 502.000et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.
- II. **Purpose** The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older and Medical use of Marijuana patients and caregivers registered with the Commission.

III. Definitions

Adult-use Cannabis or Marijuana means Marijuana that is cultivated, processed, transferred, tested or sold to adults 21 years of age or older in compliance with 935 CMR 500.000

Adult-use Cannabis or Marijuana Products means Marijuana Products that are processed, manufactured, transferred, tested or sold to adults 21 years of age or older in compliance with 935 CMR 500.000

Consumer means a person who is 21 years of age or older.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

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

Patient Registration Card means an identification card formerly and validly issued by the Department or currently and validly issued by the Commission, to a registered Qualifying Patient, personal caregiver, institutional caregiver, RMD agent or laboratory agent. The medical registration card allows access into Commission-supported databases. The medical registration card facilitates verification of an individual registrant’s status including, but not limited to, identification by the Commission and law enforcement authorities of those individuals who are exempt from Massachusetts criminal and civil penalties under M.G.L. c. 94I, and 935 CMR 501.000:

Proof of Identification means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in

other words, not expired). Green Gold Group will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card
4. Government issued Passport
5. U.S. Military ID

Personal Caregiver means a person, registered by the Commission, who is 21 years of age or older, who has agreed to assist with a registered qualifying patient's medical use of marijuana, and is not the registered qualifying patient's certifying healthcare provider. A visiting nurse, personal care attendant, or home health aide providing care to a registered qualifying patient may serve as a personal caregiver, including to patients younger than 18 years old as a second caregiver.

Qualifying Patient means a Massachusetts resident 18 years of age or older who has been diagnosed by a Massachusetts licensed healthcare provider as having a debilitating medical condition, or a Massachusetts resident younger than 18 years old who has been diagnosed by two Massachusetts licensed certifying physicians, at least one of whom is a board-certified pediatrician or board-certified pediatric subspecialist, as having a debilitating medical condition that is also a life-limiting illness, subject to 935 CMR 501.010(10).

Registered Qualifying Patient means a Qualifying Patient who was formerly and validly issued a registration card by the Department or is currently and validly issued a registration card by the Commission.

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

IV. Responsibilities

Green Gold Group Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Green Gold Group are 21 years of age or older, except in the case of a Registered Qualifying Patient with the Massachusetts Medical Use of Marijuana Program in possession of a valid Program ID from the Commission.

Green Gold Group will Positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or older, or registered Qualifying Patients or personal caregivers;

V. Access to the Facility

Green Gold Group only allows the following individuals into our Retail Marijuana Facility. For the purposes of this Policy the term Establishment also refers to any vehicle owned, leased, rented or otherwise used by Green Gold Group for the transportation of Marijuana.

Upon entry into the facility by an individual, a Green Gold Group agent will immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older. A patient registration card is not sufficient proof of age.

1. If the individual is between 18 and 21 years of age, he or she shall not be admitted unless they produce an active patient registration card issued by the the Commission.
2. If the individual is younger than 18 years old, he or she shall not be admitted without an active patient registration card and a personal caregiver with an active patient registration card.
3. In addition to the patient registration card, registered Qualifying Patients 18 years of age and older and personal caregivers must also produce proof of identification.

Other individuals who can access the facility include:

1. Green Gold Group Agents (including board members, directors, employees, executives, managers, or volunteers)
 - a. While at the facility or transporting marijuana for the facility all Green Gold Group Agents must carry their valid Agent Registration Card issued by the Commission
 - b. All Green Gold Group Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
 - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times
3. Representatives of the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.

- iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
- b. Individuals described above in this policy will be granted immediate access to the facility.

VI. Age Verification

To verify an individual is 21 or older Green Gold Group Agent must receive and examine from the individual one of the following authorized government issued ID Cards;

- i. Massachusetts Issued driver's license
 - ii. Massachusetts Issued ID card
 - iii. Out-of-state driver's license or ID card (with photo)
 - iv. Passport
 - v. U.S. Military I.D.
- a. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by Green Gold Group .
 - b. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Agent must use the **FLAG** methodology of ID verification

F. Feel

- Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)
- Feel for information cut-out or pasted on (especially near photo and birth date areas)
- Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture

L. Look

- Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person's apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.

- If needed, compare the ID to the book of Government Issued ID's

A. Ask

- Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

G. Give Back

- If the ID looks genuine, give the ID back to the customer and allow entry.
- c. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

VII. Training

Green Gold Group will train all Retail and Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All Green Gold Group agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

- a. Diversion prevention and prevention of sales to minors;
- b. Acceptable forms of identification, including:
 - vi. How to check identification;
 - vii. Spotting false identification;
 - viii. Medical registration cards issued by the Commission;
 - ix. Provisions for confiscating fraudulent identifications; and
 - x. Common mistakes made in verification.

Product Testing

Leaf Joy

I. Intent

Policy To provide clear and concise instructions for Leaf Joy employees who will be involved with product quality control that are in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

LEAF JOY's sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 500.105(3)

LEAF JOY will only acquire and dispense product in the METRC system with an attached independent testing lab to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct medicinal dosage and potency. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Required testing includes:

1. cannabinoid profile
2. contaminants as specified by the Commission including, but not limited to:
 - a. mold,
 - b. mildew,
 - c. heavy metals,
 - d. plant-growth regulators and pesticides,
 - e. metals, and
 - f. bacteria/fungi/mycotoxins.

LEAF JOY will also retain an independent lab to test samples themselves (if needed). No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory.

LEAF JOY will maintain the results of all testing for no less than one year;

All Marijuana product will be transported to and from the lab, by the lab in accordance with the LEAF JOY Transportation SOP.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. LEAF JOY

will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management

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

Leaf Joy will only acquire product from licensed vendors who can certify that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner, and are well cured and generally free of seeds and stems; that are free of dirt, sand, debris, and other foreign matter; that are free of contamination by mold, rot, other funguses, and bacterial diseases; that are prepared and handled on food-grade stainless steel tables; and have been packaged in a secure area.

All agents whose job includes contact with marijuana shall be subject to the requirements for food handlers specified in 105 CMR 300.000. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands appropriately.

Hand washing facilities shall be located in all areas where good sanitary practices require employees to wash and sanitize their hands. Water supply shall be sufficient for necessary operations. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. The establishment shall provide its employees with adequate, readily accessible toilet facilities.

There shall be sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

Leaf Joy PERSONNEL PLAN

1. Overview

Staffing Plan: Upon receipt of Final Certificate of Registration (“FCR”), the Leaf Joy team will commence operations with accessible business hours of Monday through Sunday, 9:00 am to 10:00 pm schedule at our retail facility, with all agents working a full day. The Licensee’s operations will begin with 15 employees. This number will increase as the volume of work expands. As client count increases, operating hours will increase as appropriate. After one year we expect to have 24 employees.

2. General Requirements

All employees must acknowledge and abide by the alcohol, smoke, and drug-free workplace policies. These policies are explained in the Leaf Joy employee handbook, a copy of which is given to all new hires for review and signature prior to their first shift.

All employees must acknowledge and abide by the anti-diversion policy, which provides for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or has been convicted or entered a guilty plea for a felony charge of distributing of a drug to a minor.

Per 935 CMR 500.105(9)(d)(3), a Staffing Plan is maintained that will demonstrate the accessible business hours. Records of this staffing plan will be kept according to the recordkeeping plan. Although no cultivation is taking place under this license, adequate staffing will be maintained at all times to allow for safe retail conditions.

3. Employee Hiring Requirements

Before beginning work, each employee shall be given a written job description and/or employment contract that will designate:

1. The employee’s duties, authority, responsibilities, and required qualifications;
2. A list of any immediate supervisors or other positions with supervisory authority over employee;
3. Any employee positions over which the employee has supervisory authority;
4. An outline of the Leaf Joy Employee Discipline Policy; and
5. Information about the company’s periodic employee performance evaluations.

In addition to training classes each employee must be trained by their immediate supervisor or by a designated training employee in all areas as their job description requires.

Leaf Joy will comply with all relevant hiring laws and regulations. All employees of Leaf Joy must pass a background check that complies with 935 CMR 500.030.

- A. No employee shall be hired whom has not been subjected to a background investigation performed by a Background Investigator that has the following credentials;

1. National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the following searches:
 - a. A Criminal History Search, including county, state, federal, international records for the past 7 years, for instances of:
 - i. Conviction;
 - ii. Guilty Plea;
 - iii. Nolo Contendere;
 - iv. Admission to sufficient facts; and
 - v. Pending charges
 - b. Professional License Verification;
 - c. Marijuana Professional License Verification/ Industry Compliance Check;
 - d. Restricted Parties Search;
 - e. Civil History Search;
 - f. 7 Year Sex Offender Search;
 - g. NPDB (National Practitioner Data Bank);
 - h. FACIS (Fraud and Abuse Control Information Systems; and
 - i. Media/Social Media
2. No person will be hired whose background investigation reveals a disqualifying offence;
 - a. Felonies;
 - i. Felony Drug (no time limit)
 - ii. Felony weapons violation involving narcotics (no time limit)
 - iii. Felony violence against a person (no time limit)
 - iv. Felony involving theft or fraud (no time limit)
 - b. Narcotics crimes (non-felonies)
 - i. Less than 5 years from disposition or less than 5 years from release of supervision on a possession charge, whichever is later
 - ii. Distribution offense (no time limit)
 - c. Firearms crimes (non-felonies)
 - i. Weapons violation involving narcotics
3. Is less than 21 years of age on their first day of work.

No employee including board members, directors, employees, executives, managers, or volunteers including consultants or contractors who provide on-site services to Leaf Joy relating to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana shall begin employment at any Leaf Joy facility unless they have received an agent registration card issued by the Cannabis Control Commission (“CCC”).

The Leaf Joy Chief Operating Officer (“COO”) will maintain a registration with the Department of Criminal Justice Information Systems and must submit to the Commission a Criminal Offender Record Information (CORI) report for everyone for whom the Marijuana Establishment seeks a dispensary agent registration, obtained within 30 calendar days prior to submission.

The Leaf Joy COO is responsible for the reviewing all background investigations and making determinations of suitability. The COO will also ensure that the results of new and on-going Marijuana Establishment Agent Agent BI’s follow the

Cannabis Control Commission's guidance.

4. Employees Hiring Process

Leaf Joy will comply with all relevant hiring laws and regulations. Our hiring process is in compliance with 935 CMR 500.030.

- A. Upon hiring an employee, and before that employee's first day of work, Leaf Joy shall submit to the CCC an application, and receive an agent registration card for that employee. The application will be in a form and manner determined by the Commission, shall include:
1. The full name, date of birth, and address of the individual;
 2. Written acknowledgement by the individual of the limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana for medical purposes in the Commonwealth;
 3. A copy of the dispensary agent's driver's license, government-issued identification card, or other verifiable identity document acceptable to the Commission;
 4. An attestation that the individual will not engage in the diversion of marijuana;
 5. A non-refundable application fee; and
 6. Any other information required by the Department.

5. Personnel Records

Leaf Joy Personnel records are kept and stored in accordance with 935 CMR 500.105(9).

These records, and all other confidential information, will be stored in a locked cabinet and/or electronically on our secure, encrypted server. Access will be designated by job function and limited to the minimum necessary number of authorized agents.

- A. The following personnel records will be maintained by the Human Resources Director ("HRD") and be available for review by CCC officials;
1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 2. A personnel record for each dispensary agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Leaf Joy and shall include, at a minimum, the following:
 - a. All materials submitted to the CCC pursuant to 935 CMR 500.030;
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. A copy of the application that Leaf Joy submitted to the CCC on behalf of any prospective dispensary agent;
 - f. Documentation of periodic performance evaluations; and
 - g. A record of any disciplinary action taken.

3. All CORI and background investigation reports obtained in accordance with 935 CMR 500.030, M.G.L. c.6, s. 172 and 803 CMR 2.00; will be kept and stored separate from general personnel records.
 - a. Any paper records will be kept in a separate folder in a separate filing cabinet. This cabinet will only be accessible to the HRD and the executive management team.
 - b. Electronic records will be kept in a separate file on the encrypted, secure server and protected by a password. Access to these files will be limited to the HRD and the executive management team.

6. Agent Registration Requirements

In compliance with 935 CMR 500.030. , all Leaf Joy employees including board members, directors, employees, executives, managers, or volunteers including consultants or contractors who provide on-site services to Leaf Joy relating to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana shall begin employment at any Leaf Joy facility unless they have received an agent registration card issued by the Cannabis Control Commission (“CCC”).

- A. All employees must visibly display an identification badge issued by Witch City Garedens and their agent registration card at all times while at the Marijuana Establishment or transporting marijuana.
- B. The COO will notify the Commission no more than one business day after a dispensary agent ceases to be associated with the Marijuana Establishment. The Marijuana Establishment agent’s registration shall be immediately void when he or she is no longer associated with the Marijuana Establishment.
- C. After obtaining a registration card for a Marijuana Establishment agent, the COO will notify the CCC, in a form and manner determined by the CCC, as soon as possible, but in any event, within five business days after any changes to the information that the Leaf Joy was previously required to submit to the CCC, or after discovery that a registration card has been lost or stolen.

Retail Store Manager

Qualifications

- High school or equivalent (Required)
 - Management: 3 years (Required)
 - Cannabis: 2 year (Required)
 - Proficient in computer-based business software
 - Strong organizational, communication and interpersonal skills
 - Ability to solve problems and get things done
- *All candidates must be over the age of 21 and willing to submit to state expectations for CORI background checks**

Responsibilities

- Implement all operational rules, regulations, policies, and procedures required to operate the store in regulatory compliance
- Ensure the safety and satisfaction of all customers and employees
- Coordinate and facilitate all transactions, inventory controls and operational procedures
- Manage, supervise, and direct the activities of all assigned staff
- Make recommendations regarding hiring, disciplining, terminating, and advancing employees
- Recommend to owners in hiring staff for the store
- Implement company policies and ensure staff adhere to the best practices in safety, customer service and personal interactions
- Review employee performance regularly and maintain employee records
- Manage and inspire staff to deliver the highest level of customer service and experience
- Ensure the store is adequately staffed at all times
- Ensure there are no gaps in service
- Ensure proper creation, collection and storage of written and video security records
- Enforce security compliance discipline at all times
- Procure marijuana products based on demand and availability
- Ensure consistency with the Leaf Joy brand, or other brands approved for sale in the store
- Procure non-marijuana products to provide use accessories, promote the brand(s) and offer cool stuff that marijuana consumers may like
- Train employees to upsell non-marijuana products during all sales transactions
- Ensure ongoing staff education on recreational marijuana products, strains, and consumption methods
- Liaise with the Cannabis Control Commission (CCC), law enforcement, vendors, landlords, and the local community as needed
- Maintain in-depth knowledge of all strains and products in store inventory as well as industrywide product and trend knowledge
- Participate in developing annual corporate marketing and sales plans
- Implement applicable plans at the store
- Take corrective action when off plan performance is anticipated or identified
- Develop annual operating budgets and sales forecasts
- Update as necessary during the year
- Take corrective action when problems with budgets and/or forecasts are anticipated or identified
- Take initiatives and exploit opportunities to increase revenue and profits
- Keep record of actions taken and the results of such actions
- Use records to refine and improve future performance
- Keep and maintain all physical aspects of the store in pristine condition at all times
- Hire and manage cleaning, maintenance and repair vendors as needed
- Keep the grounds around the store clean and free of trash, debris and foreign objects
- Coordinate landscape maintenance and snow removal with the landlord
- Become familiar and enforce all operational requirements contained in the conditions of the

special permit for the store, as issued by the Town of Gill

- Take corrective action when violation of any condition is anticipated or identified
- Accept and perform other duties and responsibilities as directed, or as the need arises

Assistant Manager

Qualifications

- Strong written and verbal communication skills, strong teamwork skills and positive relations skills to be successful
 - Self-motivated and has the ability to work independently and make decisions
 - Excellent organizational skills, detail-oriented
 - Pleasant, professional, and personable
 - Able to work well under pressure, resolve conflicts, prioritize tasks, and follow through with ideas
 - Ability to lead and motivate a team
- *All candidates must be over the age of 21 and willing to submit to state expectations for CORI background checks**
- High school or equivalent (Required)
 - Management: 2 years (Required)
 - Cannabis: 1 year (Required)

Responsibilities

- The Assistant Store Manager (ASM) works closely with the Store Manager to plan and direct the day-to-day operations of the store
- This includes maintaining high store standards and conditions, maintaining optimal inventory levels, as well as fostering a positive work environment for Leaf Joy staff
- As a representative of Store Management, the ASM is responsible for ensuring that all company policies outlined in the Employee Handbook, Retail Operating Playbook, Operations Manual, and any additional policies, including those stored on HR platforms, are properly being followed by the team
- Ensure systemic conformity to all Standard Operating Procedures and company policies by dispensary personnel
- Issue Corrective Action when necessary (in accordance with the Employee Handbook) for all issues related to employee conduct, violations of policy, veering off procedure, tardiness or unexcused absence
- Work with management and staff to ensure proper execution of the Standard Operating Checklists; execute the Management Checklist with the SM
- Aid the employees in solidifying and accomplishing their quarterly goals
- Maintain up-to-date, accurate, and uniform menus in-store and online
- Coordinate with budtenders to accomplish operational objectives, including the movement and labeling of inventory, the reporting of item and cash discrepancies, the execution of customer analytic and retention objectives set forth by Marketing
- Serve as acting Store Manager (SM) when SM is away; assist the Store Manager as directed
- Develop Interpersonal Development Plans with all team members and aid with the tracking of their performance metrics
- Develop good client relationships and address customer service needs
- Assist with the management of inventory, cash, maintenance and other operational functions with appropriate personnel as necessary
- Oversee the weekly reporting of measurables to Company Scorecards
- Liaise between company managers, customers and employees
- Manage Metrc, Leaflogix, Dutchie, administrative functions
- Troubleshooting any operational issues with technology or equipment
- Maintain the overall culture of the store in a manner that is aligned with the company's vision
- Escort guests as needed, including but not limited to 3rd party vendors, contractors, regulators, city officials, banking partners, etc
- Store management will work from the "Management Checklist" and report incomplete tasks to the Management on a weekly basis
- The expectation is that store management each spend at a minimum 40 hours per week in the dispensary

- They should also expect to receive tasks outside of the dispensary day-to-day from Senior Leadership that may require additional hours inside or outside of the store

Budtender

Qualifications

- Must possess basic math, computer, and cash handling skills
- Ability to coordinate and problem solve in a professional manner
- Must be 21 years of age or older as required by the Massachusetts Cannabis Commission
- Able to pass all background checks as mandated by Massachusetts Cannabis Commission
- Maintain regular and punctual attendance
- Must be able to communicate effectively with customers/caregivers and team members
- The person in this position must be able to remain in a stationary position when checking in customers or when operating the register

Responsibilities

- Ensures customer questions or concerns are resolved quickly and completely
- Communicates any requests or unresolved concerns to management immediately
- Oversees customer intake process, ensuring that appropriate customer records and paperwork are submitted, and confidential information is maintained appropriately
- Accountable for accurately receiving, coordinating, and fulfilling customer orders by utilizing the Point of Sale (POS) and inventory tracking systems in compliance with Leaf Joy, local, and state policies
- Adapts to varied sales volume and stays active by initiating continued learning activities, creating an engaging environment, and assisting in keeping the dispensary properly stocked, clean, tidy and in operating order while keeping a “Customer first” acuity
- Meets/exceeds day to day sales metrics by following the customer experience selling cycle with tailored product suggestions
- This includes meeting individual and team centric sales targets within each dispensary
- An expert in all things MA regulations and remains vigilant in updates from the Cannabis Control Commission, METRC, and Leaf Logix
- Assists in fostering a positive work environment, treating everyone with dignity and respect, while perpetuating a curiosity for “everything cannabis”
- Follows compliance practices and prevents the diversion of medical cannabis to anyone other than authorized customers
- Assists in processing and monitoring floor stock and participates in daily inventory counts
- Performs opening and closing procedures
- Maintains an accurate cash drawer by following Leaf Joy cash handling policies and procedures
- Contributes to maintaining an accurate store inventory by ensuring all register reconning, scanning, and POS policy and procedure are followed
- Consistently show up to each shift with a positive attitude, ready to contribute to the team
- Adhere to dress code policies and arrive every day with a fresh appearance
- Contribute and engage in staff meetings and training sessions
- Remain open to change and seek feedback from your team to grow your skills and add value
- Contribute to an environment where forward thinking, diversity, and inclusion are part of your team
- Able to accommodate scheduling that may include varied shifts, weekend and some holidays
- Able to escort and assist customers with disabilities in navigating the dispensary, consultation couches, registers, entrances and exits
- Frequently communicates with other staff via Walkie Talkie or Headset
- Constantly positions self throughout sales transaction by maintaining the computer/POS, collecting product and retail bags
- Constantly moves and transports dispensary products/totes up to 30 lbs

Inventory Manager

Qualifications

- Must be 21 years of age or older
- Ability to pass a national background check per state cannabis regulations
- High School Diploma or GED Certificate required
- Ability to understand all inventory steps and critical control points
- Experienced in auditing processes within a retail environment
- Strong competency in METRC and Leaflogix
- Previous supervisory experience
- Ability to work nights and weekends as required
- Ability to lift up to 30 lb
- An analytical mind with strong math skills
- Strong verbal and communication skills
- Strong work ethic and able to own processes/systems, functions independently
- Ability to work in a cross-functional team environment
- Knowledge of Microsoft Office Suite with strong abilities within Excel
- High stress tolerance, adaptable, ability to work in an ever-changing environment

Responsibilities

- The Inventory Manager will be responsible for ensuring all receiving, counting, and inventory management systems or processes are compliant and follow the Massachusetts medical marijuana
- The individual is also responsible for the implementation of the company's policies and operating procedures on inventory controls supply chain and inventory functions related to cannabis and non-cannabis products
- inventory will be maintained within the Leaflogix Seed to Sale inventory management software program which this position will champion
- Manage components and consumables for the entire facility
- Report and record all waste disposals for cannabis
- Devising ways to optimize inventory control procedures
- Coordinate ordering requirements to satisfy customer orders for all products with consideration to quality, cost, and on time delivery
- Maintain control over facility vaults
- Control vault access and monitor all retail transactions
- Log receipts and documentation to ensure accurate inventory accounts
- Documentation of daily deliveries and shipments to update inventory and match up for invoicing
- Manage a team and prioritize goals to meet department and facility KPI's
- Participate in assessing the company's inventory internal controls to identify deficiencies and develop corrective action plans for continuous improvement
- Prepare and set audit schedules in alignment with the SOP's
- Assist in performing audits/cycle counts daily weekly, monthly and annually as needed
- Follow written audit programs and physical inventory to ensure integrity of company records
- Ensuring all audits and cycle counts are carried out in accordance to SOP's and records are up to date and accurate
- Managing METRC systems
- Resolving inventory discrepancies within Leaflogix and METRC and work with the Massachusetts CCC to resolve any issues
- Analyze data to anticipate future needs
- Create weekly and monthly high-level reports for upper management
- Escalating any production or inventory concerns to site leadership
- Work with State and Private testing labs to secure testing slots, complete accurate chain of custody paperwork, and coordinate deliveries
- Work with compliance team to draft forms/processes to maintain departmental compliance

Security Team

Qualifications

- Certifications: Marijuana Agent Registration
- Strong verbal communication skills, strong teamwork skills and positive relations skills to be successful
- Self-motivated and has the ability to work independently and make decisions
- Excellent organizational skills, detail oriented
- Pleasant, professional, and personable
- Excellent customer service skills
- Gill MA Location: Reliably commute or planning to relocate before starting work (Required)
- High school or equivalent (Required)
- Security: 1 year (Required)

Responsibilities

- This is a role where weekends and evening shifts are required
- Security personnel work under the supervision of the Store Manager and are stationed strategically at the dispensary to enhance the security presence of the operation
- Primarily working from the front end of the building and the reception area, Security are the first to greet customers at the door and the last to thank customers as they leave
- General priorities of the Security personnel include but are not limited to ID verification, diversion prevention, code communication and enforcement, customer de-escalation, incident reporting, and contacting law enforcement if necessary
- Security remains in the loop with key inventory and cash handling operations throughout the week, by working with and referencing the Operations Schedule, for enhanced security procedures and to protect company assets
- Essential Functions Secure building access at the front door; greet every customer in a friendly and welcoming manner
- Utilize electronic tools and apps for customer ID scanning and cart building
- Manage the Visitor log and corresponding visitor badges
- Execute applicable security reporting forms and checklists
- Respond to code calls by dispensary personnel
- Polite enforcer of parking rules and regulations
- Manage the cleanliness of the parking lot and our impact on our neighbors
- Enforcement actions of security and emergency procedures as necessary
- Assist management with enhanced security presence during cash pickup and inventory transactions
- Intake all deliveries in assistance to Inventory Manager
- Regular communication with counter personnel
- Stay up to date with the Security Watchlists and Operations Schedule

Recordkeeping

Leaf Joy

I. Intent

Policy To provide clear and concise instructions for Leaf Joy, LLC. employees who will be involved with recordkeeping operations that are in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

Procedure

LEAF JOY will maintain and track all records in a secure manner but accessible to CCC at upon request. These records include patient records, purchases, denials of sale, any delivery options, confidentiality and retention. LEAF JOY records are maintained as required in any section of 935 CMR 500.000. Specifically, LEAF JOY will maintain the following records:

1. Operating procedures including security measures, employee security policies, storage of marijuana, recordkeeping and inventory protocols, plans for staffing and quality control, emergency procedures, drug-free workplace policies, patient education description, pricing standards and procedures, production and distribution policies and procedures, as required by 935 CMR 500.101(c)(7)
2. Inventory records as required by 935 CMR 500.101(1)(g)
3. Seed-to-sale tracking records for all marijuana and MIPs as required in 935 CMR 500.101(9)(c)
4. Personnel records that include job descriptions, a personnel record for each dispensary agent that includes a copy of the dispensary agent application submitted to CCC, performance evaluations, documentation of all required training and verification of reference, a staffing plan, personnel policies and procedures, and all CORI reports obtained in accordance with 935 CMR 500.101(9)(d)
5. Business records including assets and liabilities, monetary transactions, books of account, sales records, and salary and wage information as required by 935 CMR 500.101(9)(e)
6. Waste disposal records as required by 935 CMR 500.101(12)

A client record will be established and maintained for each client who obtains marijuana from the Marijuana Establishment. All entries made to the client record will be dated (date and time) and signed (electronically) by the authorized Marijuana Establishment agent making the entry and will include the Marijuana Establishment agent identification number. An entry within the

client record will be made to reflect each purchase or denial of sale as well as educational materials provided. This data will also be analyzed to monitor the performance of the Marijuana Establishment and improve the variety of services offered.

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

Leaf Joy

Financial Record Management Policy

I. Intent

Policy To provide clear and concise instructions for Leaf Joy employees on how to identify, record, and archive financial records in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

All records shall be maintained in a limited access environment and shall be accessed only by authorized personnel for work-related reasons. The financial records shall be stored in a separate locked cabinet from any other such records.

A record shall be maintained of the individuals who have access to the records room, their time and date of access, which files were reviewed, and a certification that the records were unaltered.

If any alteration to these records shall be made, both the original (which shall be marked “altered”) and the new document shall be placed in the original file, along with a narrative explaining the basis for change, and a certification of the change signed by a member of the executive team.

Leaf Joy is prohibited from using software or other methods to manipulate or alter sales data. A monthly analysis of equipment shall be conducted to determine that no software has been installed that could be used to manipulate or alter sales data. Records shall be maintained of this monthly analysis. If it is determined that software or other methods have been installed/utilized to manipulate or alter sales data, Leaf Joy shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action as directed by the commission.

All financial records shall be kept for a period of at least five years, and shall be made available to the CCC for inspection on request. Leaf Joy shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements

Leaf Joy shall adopt separate accounting practices at the point of sale for marijuana and non-marijuana sales. While it is currently Adult Use only, in the event Leaf Joy becomes co-located, it shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purposes

of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(6)

III. Records to be kept

1. A file shall be maintained in a secure location for financial information for each employee, manager, director, volunteer position, or other such affiliate. This file shall include information regarding salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any. This information shall be kept separate from general records, as well as from other financial records.

2. A file shall be maintained in a secure location for financial information regarding vendors and business expenditures, including but not limited to manual or computerized records of :

A. Assets and liabilities;

B. Monetary transactions;

C. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; and

D. Sales records including the quantity, form, and cost of marijuana products.

LEAF JOY Diversity Plan 2.1

LEAF JOY aims to foster equitable opportunity for minorities, women, veterans, LGBTQ+ individuals, and people with disabilities and to promote principles of diversity management that will enhance the organization. LEAF JOY's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The purpose of this policy is to ensure that LEAF JOY is a diverse and inclusive company that promotes a bias free work environment and providing opportunities for LEAF JOY employees who are minorities, women, veterans, LGBTQ+ individuals, and people with disabilities to use their diverse talents to support the company's mission.

LEAF JOY will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment Any actions taken, or programs instituted, by LEAF JOY will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. LEAF JOY will implement this plan to ensure access to employment (including management positions) and other relationships with the company.

The demographics which this plan promotes are outlined below: Diversity Plan Populations ("Program Populations"):

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

RECRUITMENT AND HIRING PROGRAM

Goals- Our goal for this program is to make LEAF JOY workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LBGTQ+
 - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LBGTQ+

Program- LEAF JOY looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LBGTQ+ in the operation of our company.

To promote diversity and equity LEAF JOY will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be forwarded to the 1Berkshire and posted in the Berkshire Eagle. Both of these entities serve Pittsfield Massachusetts which has the highest minority populations in the area.
 - Our first Job postings will be withing 60 days of receipt of our Provisional License
 - Second and subsequent job posting will be done as needed.
8. LEAF JOY will continue to participate in job fairs hosted by 1Berkshire and Pittsfield community organizations. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER/PARTNER PROGRAM

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. LEAF JOY is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners.

LEAF JOY recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LBGQTQ+

Program- LEAF JOY will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. LEAF JOY will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted

with as our wholesale partners; and 5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, LEAF JOY will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the JB.A.M. management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

Leaf Joy

EMPLOYEE TRAINING AND QUALIFICATIONS PLAN

1. **Employee Training**

Leaf Joy employee training is in compliance with 935 CMR 500.105(2). All current owners, managers, and employees shall complete the Responsible Vendor Program. All new employees will be required to complete the Responsible Vendor Program training and receive certification from a CCC-accredited training provider within 90 days of being hired. All Responsible Vendor Programs will be maintained for four years.

Leaf Joy will ensure that all dispensary agents complete training on job specific duties prior to performing job functions.

Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum must include training on confidentiality, and other topics as specified by the CCC. Leaf Joy employees shall receive no less than a minimum of 8 hours of on-going training annually per 935 CMR 500.105(2).

The HRD is responsible for researching, and implementing all training opportunities for Leaf Joy employees. The HRD is also responsible for documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters.

2. Leaf Joy Qualifications for Anticipated Positions

All employees must meet several standard minimum qualifications:

- a. Employee's age is over 21 at time of hire.
- b. All background investigations successfully completed prior to first day of work.
- c. Employee is not employed by any other marijuana establishment.
- d. Employee must sign an anti-diversion pledge.
- e. Employee must sign a "Good Conduct" pledge.

Employees are preferred to have the following qualifications:

- a. Residency in the City of Lynn
- b. Residency in an Area of Disproportionate Impact
- c. Other qualification under the Plan for Positive Impact hiring goals
- d. 3-5 years of experience in the Cannabis Industry or other relevant sector of industry
- e. Relevant educational background (minimum High School graduate or equivalency)
- f. History of community engagement and activism, especially regarding cannabis issues.

For technical and skilled positions, the manager of each department shall consult with the executive team and the HRD to determine the exact skill sets desired for the role.

3. Leaf Joy Anticipated Positions

1. Chief Executive Officer (CEO) – Oversee the direction, strategy and compliance
2. Chief Operations Officer (COO) – Oversee the operations of all aspects of the Company
3. Chief Compliance Officer (CCO) – Responsible for maintaining compliance standards. Responsible for product testing, safety and standardization.
4. Chief Financial Officer (CFO) – Oversight of cash management; financial reporting
5. Retail Store Manager – Responsible for repair and maintenance of all building systems. Responsible for all security operations of the Company and managing all aspects of security involving personnel, product and software for their assigned facility. Will maintain employee files initiate new employees update HR manuals oversee daily operations assist performing inventory and audit on product and employee transactions to ensure accurate transactions and procedure are performed on a daily basis. Works directly with sales personnel assigning duties and scheduling, security Management, and corporate officers daily. Ensuring Staff are educated and trained proficiently for all job duties as needed. This role is acknowledged on and off company time to ensure image and consistency outside of the work place.
6. Assistant Manager- Responsible for retail operations including daily product management, product rotation, product knowledge, inventory assistance, and visual display for event / promotional items. The ASM will assist in hiring and training sales agents. The ASM will have daily communication with GM and at minimum weekly with corporate officers.
7. Budtenders – conducts day-to-day operations with direct client interface providing professional service to all eligible clientele within compliance of both state and city regulations at all times and not limited to Leaf Joy policies and procedures which are subject to change under management discretion. All agents must meet minimum requirements and obtain good conduct throughout employment. Sales agents are responsible for product knowledge, product marketing, and customer relations, sales driven performance, and perform all duties under safely compliance.
8. Security Team- Assists the Retail Manger with security operations

Leaf Joy Energy Compliance SOP

The ME will occupy the 6,000 SF building on the property. The barn on the property will remain exclusive to the Landlord. The facility is retail-only and not expected to have significant energy demand.

(1) Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;

Much of the demising wall space will be abutting adjacent interior spaces and low carbon footprint and/or recycled materials will be used where feasible. Where the exterior façade is renovated or altered new energy efficient materials will be used.

Additional insulation will be added to the front façade as needed either by adding insulation to the interior of the walls and/or by means of adding EIFS to the exterior of the walls. Additional Insulation on side and rear exterior masonry walls will be installed as needed in 2x4 stud walls that will be constructed at the interior face of the exterior walls. 3 ½" R-15 batt insulation with a new vapor barrier will be added at these locations. Creating an insulated building envelope such as this will dramatically reduce heating and cooling load demands and associated energy use.

The existing roof will remain at this time and the existing roof insulation will not change.

2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

The opportunity for the location of solar panels on a portion of the parking area or grass areas shall be considered and submitted for landlord approval. It would not be possible to locate panels on the roof due to the curvature of the roof.

(3) Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage)

The new lighting for the space will be energy efficient LED lighting and will meet the energy code requirements.

Where feasible, lighting reduction controls such as occupancy sensors, photoelectric cells and time clocks shall be used to turn lighting off when not used or needed. Other mechanical equipment shall be sized to meet the requirements of the building based upon current energy code design requirements. All new equipment shall be Energy Star Certified.

4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants

The management shall contact local utilities to verify and subscribe to available energy efficiency programs offered in the area, including options to select the use of renewable energy only.

LEAF JOY Diversity Plan 2.1

LEAF JOY aims to foster equitable opportunity for minorities, women, veterans, LGBTQ+ individuals, and people with disabilities and to promote principles of diversity management that will enhance the organization. LEAF JOY's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The purpose of this policy is to ensure that LEAF JOY is a diverse and inclusive company that promotes a bias free work environment and providing opportunities for LEAF JOY employees who are minorities, women, veterans, LGBTQ+ individuals, and people with disabilities to use their diverse talents to support the company's mission.

LEAF JOY will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment Any actions taken, or programs instituted, by LEAF JOY will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. LEAF JOY will implement this plan to ensure access to employment (including management positions) and other relationships with the company.

The demographics which this plan promotes are outlined below: Diversity Plan Populations ("Program Populations"):

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

RECRUITMENT AND HIRING PROGRAM

Goals- Our goal for this program is to make LEAF JOY workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LGBTQ+
 - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

Program- LEAF JOY looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LGBTQ+ in the operation of our company.

To promote diversity and equity LEAF JOY will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be forwarded to the Greenfield Recorder. This newspaper serves Greenfield Massachusetts which has the highest minority populations in the area.
 - Our first Job postings will be within 60 days of receipt of our Provisional License
 - Second and subsequent job posting will be done as needed.
8. LEAF JOY will continue to participate in job fairs hosted by Greenfield community organizations. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER/PARTNER PROGRAM

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. LEAF JOY is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners.

LEAF JOY recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Of this 30% our goal is to have 60% be minorities, 10% Women, 10% Veteran, 10% Persons with disabilities and 10% be persons who are LGBTQ+

Program- LEAF JOY will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. LEAF JOY will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and 5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined

above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, LEAF JOY will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the Leaf Joy management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.