



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1328
Original Issued Date: 12/12/2024
Issued Date: 12/12/2024
Expiration Date: 12/12/2025

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: JTJD, LLC

Phone Number: 774-488-9226
Email Address: shyde@embergardens.com

Business Address 1: 610 Chelsea Street
Business City: Boston
Business State: MA
Business Zip Code: 02128
Business Address 2:
Mailing Address 1: 128 Sheridan Ave.
Mailing City: Medford
Mailing State: MA
Mailing Zip Code: 02155
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE305345

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
First Name: Joseph
Gender: Male
Percentage Of Control: 51
Other Role:
Middle Name:
Last Name: Hoffman
Suffix:
User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Date generated: 01/06/2025

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 19.05 Percentage Of Control: 19.05
Role: Owner / Partner Other Role:
First Name: Joseph Middle Name: Last Name: Lavoie Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 19.05 Percentage Of Control: 19.05
Role: Owner / Partner Other Role:
First Name: Thiago Middle Name: Last Name: DeSouza Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 2.86 Percentage Of Control: 2.86
Role: Owner / Partner Other Role:
First Name: Shane Middle Name: Last Name: Hyde Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 38.1 Percentage of Ownership: 38.1
Entity Legal Name: JLTD Investments, LLC Entity DBA: DBA
City: City:
Entity Description: A limited liability company that is used for investment purposes.
Entity Website:
Foreign Subsidiary Narrative:
Relationship Description: This entity is an investment entity for two of the principal owners, Joseph Lavoie and Thiago DeSouza, who own 50% each. Besides investing, they both also will be helping the management operations of the applicant.

Entity with Direct or Indirect Authority 2

Percentage of Control: 9.9 Percentage of Ownership: 9.9
Entity Legal Name: Ember Gardens Holdings LLC Entity DBA: DBA
City: City:
Entity Description: A DE-based limited liability company that serves as the parent company for Ember Gardens.
Entity Website: www.embergardens.com
Foreign Subsidiary Narrative:
Relationship Description: Ember Gardens Holdings shall contribute all marketing, branding and some business strategy for the applicant entity.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: JLTD, LLC

Entity DBA:

Email: team@urbancargollc.com Phone: 617-605-7907

Address 1: 1770 MASSACHUSETTS AVE. #609

Address 2:

City: Cambridge

State: MA

Zip Code: 02140

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$25000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Fuego Farms Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 2

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Fuego Farms Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 3

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Ember Gardens Boston LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Boston

Marijuana Establishment State: MA

Individual 4

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Ember Gardens Cape Cod LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Orleans

Marijuana Establishment State: MA

Individual 5

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Ember Gardens NBR LLC Business Type: Marijuana Retailer

Marijuana Establishment City: New Bedford

Marijuana Establishment State: MA

Individual 6

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Ember Gardens NBP LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: New Bedford

Marijuana Establishment State: MA

Individual 7

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Ember Gardens Delivery LLC Business Type: Other

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 8

First Name: Joseph

Last Name: Hoffman

Suffix:

Date generated: 01/06/2025

Page: 3 of 8

Marijuana Establishment Name: Ember Gardens Boston LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 9

First Name: Shane **Last Name:** Hyde **Suffix:**
Marijuana Establishment Name: Ember Gardens Production LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Deerfield **Marijuana Establishment State:** MA

Individual 10

First Name: Shane **Last Name:** Hyde **Suffix:**
Marijuana Establishment Name: Ember Gardens Production LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Deerfield **Marijuana Establishment State:** MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 610 Chelsea St. **Establishment Address 2:**
Establishment City: Boston **Establishment Zip Code:** 02128
Approximate square footage of the establishment: 2500 **How many abutters does this property have?:** 4
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Signed JTJD LLC Certification Form.pdf	pdf	642f3cf22c9c310008ba8af0	04/06/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	642f465783993900089f59fc	04/06/2023
Community Outreach Meeting Documentation	Legal Ad.pdf	pdf	658344a28a09310008daec4c	12/20/2023
Community Outreach Meeting Documentation	Cannabis.9.13.2023 Posting.pdf	pdf	6583462f8a09310008daf1b3	12/20/2023
Community Outreach Meeting Documentation	Online Posting Prince Lobel.pdf	pdf	6583476fe728640008af5fb7	12/20/2023
Community Outreach Meeting Documentation	Abutter Letters.pdf	pdf	658348c3e728640008af621b	12/20/2023
Community Outreach Meeting Documentation	Re_ Request for Additional Community Impact Meeting.pdf	pdf	65834968e728640008af63ae	12/20/2023
Community Outreach Meeting Documentation	FormCOMAttestationJTJDLLC (1).pdf	pdf	664e2ed08e66fe0008f79924	05/22/2024
Community Outreach Meeting Documentation	FormCOMAttestationJTJDLLC (1).pdf	pdf	6685948434e0e300079dc6fc	07/03/2024
Executed HCA	JTJD LLC 2024 HCA Executed.pdf	pdf	6696e2486f40110008f58ba2	07/16/2024

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.: \$

POSITIVE IMPACT PLAN

Date generated: 01/06/2025

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Donation Acceptance Letter	CCOE Donation Acceptance Letter JTJD.docx.pdf	pdf	642f612783993900089f67ff	04/06/2023
Plan for Positive Impact	Positive Impact Plan 12.23.pdf	pdf	65834b758a09310008daf8f0	12/20/2023

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**
First Name: Shane **Last Name:** Hyde **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Joseph **Last Name:** Hoffman **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 3

Role: Owner / Partner **Other Role:**
First Name: Joseph **Last Name:** Lavoie **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Owner / Partner **Other Role:**
First Name: Thiago **Last Name:** DeSouza **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner **Other Role:**
Entity Legal Name: Ember Gardens Holdings LLC **Entity DBA:** **Federal Tax Identification Number**
EIN/TIN: 87-3800545
Entity Description: A Delaware incorporated limited liability company based in Massachusetts.
Phone: 774-488-9226 **Email:** shyde@embergardens.com
Primary Business Address 1: 254 Newhill Ave **Primary Business Address 2:**
Primary Business City: Somerset **Primary Business State:** MA **Principal Business Zip**
Code: 02726
Additional Information: This entity is the parent company for the Ember Gardens licenses in Massachusetts' cannabis market.

Entity Background Check Information 2

Role: Partner **Other Role:**
Entity Legal Name: JLTD Investments, LLC **Entity DBA:** **Federal Tax Identification Number**

Entity Description: A MA based LLC that loans or invests capital funds into legal cannabis businesses.

Phone: 617-605-7907

Email: team@urbancargollc.com

Primary Business Address 1: 1770 MASSACHUSETTS AVE. #609

Primary Business Address 2:

Primary Business City: Cambridge

Primary Business State: MA

Principal Business Zip

Code: 02140

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
DUA attestation if no employees	Signed-Unemployment Affidavit.pdf	pdf	64a0580ed0035700080795d3	07/01/2023
Secretary of Commonwealth - Certificate of Good Standing	JLTD LLC Good Standing Sec of State.pdf	pdf	64a0581ad0035700080795e7	07/01/2023
Department of Revenue - Certificate of Good standing	JLTD Certificate of Good Standing Dept of Rev.pdf	pdf	64a05822d0035700080795fe	07/01/2023

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	JTJD Operating Agreement 8.4.docx.pdf	pdf	642f68722c9c310008baa244	04/06/2023
Articles of Organization	JTJD Certificate of Organization.pdf	pdf	65834cbee728640008af666d	12/20/2023

Massachusetts Business Identification Number: 001585434

Doing-Business-As Name: Ember Gardens

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Insurance.pdf	pdf	60b4fb1bb0ce31363c8e047e	05/31/2021
Business Plan	JTJD LLC Business Plan .pdf	pdf	64a70931cab8700070c127e	07/06/2023
Proposed Timeline	_Timeline.pdf	pdf	64a70a59e317fe0008d9081d	07/06/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	1. Security Procedure.pdf	pdf	64a70a7ccabc8700070c18c6	07/06/2023
Prevention of diversion	2. Prevention of Diversion Procedures.pdf	pdf	64a70a82e317fe0008d909a0	07/06/2023
Storage	3. Storage Procedures.pdf	pdf	64a70a8acabc8700070c18f6	07/06/2023
Storage	4. Transportation	pdf	64a70a91cab8700070c1949	07/06/2023

	Procedures.pdf			
Inventory	5. Inventory Procedures.pdf	pdf	64a70a98cab8700070c19a2	07/06/2023
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	6. Delivery Procedure.pdf	pdf	64a70aa2cab8700070c19de	07/06/2023
Procedures for quality control and testing of product for potential contaminants	7. Quality Control Procedures.pdf	pdf	64a70aaccab8700070c19fc	07/06/2023
Personnel policies	8. Personnel Procedures.pdf	pdf	64a70ab4cab8700070c1a1a	07/06/2023
Record-keeping procedures	10. Record Keeping Procedures.pdf	pdf	64a70abdcab8700070c1a65	07/06/2023
Maintenance of financial records	11. Financial Management & Accounting.pdf	pdf	64a70ac6cab8700070c1aaf	07/06/2023
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	12. Training_Qualifications Procedures.pdf	pdf	64a70acdca8700070c1ad8	07/06/2023
Energy compliance plan	13. Energy Compliance Procedure.pdf	pdf	64a70ad6e317fe0008d90bf6	07/06/2023
Diversity plan	JTJD Diversity Plan.pdf	pdf	64a70ae0cab8700070c1bde	07/06/2023
A plan to obtain marijuana and marijuana products	14. Obtaining Marijuana Products Procedure.pdf	pdf	64a70ae9cab8700070c1c3a	07/06/2023
A detailed plan for White Labeling	15. White Labeling Plan.pdf	pdf	64a70af0e317fe0008d90c73	07/06/2023

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM **Monday To:** 9:00 PM

Tuesday From: 8:00 AM **Tuesday To:** 9:00 PM

Wednesday From: 8:00 AM **Wednesday To:** 9:00 PM

Thursday From: 8:00 AM **Thursday To:** 9:00 PM

Friday From: 8:00 AM **Friday To:** 9:00 PM

Saturday From: 8:00 AM **Saturday To:** 9:00 PM

Sunday From: 8:00 AM **Sunday To:** 9:00 PM

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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.:

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

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:

JTJD, LLC d/b/a Ember Gardens

2. Name of applicant’s authorized representative:

Joseph Lavoie

3. Signature of applicant’s authorized representative:

Joseph Lavoie

4. Name of municipality:

Boston

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

Jasmin Winn



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

Jasmin Winn

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).*):

jasmin.winn@boston.gov cannabisboard@boston.gov

8. Host community agreement execution date:

March 22, 2023



Plan to Remain Compliant with Local Zoning

Summary of applicants steps to ensure ongoing compliance:

JTJD, LLC understands that it will be the job of all of the executive level employees and compliance manager to stay up to date with the most current local and state bylaws regarding Marijuana operations. JTJD, LLC, throughout this process and ongoing, will ensure compliance with local zoning using our team of compliance experts and experienced executives.

Overview

- The JTJD, LLC location has been confirmed by the city of Boston as being located outside the 500 feet buffer zone of any pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. This was one of the conditions of securing an HCA from the Boston Cannabis Board which was signed in March 2021.
- Prior to opening JTJD, LLC will secure buffer zone relief on the City of Boston's zoning bylaw that requires marijuana establishments to be more than a half-mile from each other.
- Use approval shall be applicable to the applicant only.
- This establishment is allowed through the appeal of conditional use through ZBA.

Local Licensing Requirements:

1. Complete online portal application
2. Apply for conditional use permit
3. Submit an appeal to ZBA
4. BCB Approval
5. Negotiation of Host Agreement
6. Zoning Board of Appeals Approval
7. CCC/State Licensing Process
8. Register as a Business in the city of Boston
9. Building Permit
10. Certificate of Occupancy
11. Final CCC inspection

Job Details

Order Number:

NY0092228

Classification:

General Legal Notices & Bids

Package:

Legals MA

Order Cost:

\$186.05

Payment Type:

Mastercard

Account Details

William Hyde

254 Newhill Avenue Somerset, MA
02726

Somerset, MA 02726

774-488-4874

dhyde@embergardens.com

Ember Gardens

Credit Card - Mastercard

*****1559

Schedule for ad number NY00922280

Fri Sep 15, 2023

Boston Herald Legals

All Zones

Attachment A

NOTICE OF PUBLIC MEETING

Notice is hereby given that a virtual community meeting for a proposed cannabis establishment is scheduled for JTJD, LLC at 610 Chelsea St, East Boston, MA 02128 to conduct wholesale cannabis delivery operations on Friday, September 29th at 6pm via zoom.

Date: Friday, September 29, 2023

Time: 6:00PM

Event Link: <https://us06web.zoom.us/j/7985480068>

Meeting ID: 798 548 0068

Dial-in Number: +1 646 558 8656 US (New York)

There will be an opportunity for the public to raise comments, questions, and concerns. If you any questions or comments about this proposal, please contact: info@embergardens.com

#NY0092228

9/15/23

Attachment B

RECEIVED

By 135791 at 3:10 pm, Sep 13, 2023

NOTICE OF PUBLIC MEETING

Notice is hereby given that a virtual community meeting for a proposed cannabis establishment is scheduled for JTJD, LLC at 610 Chelsea St, East Boston, MA 02128 to conduct wholesale cannabis delivery operations on Friday, September 29th at 6pm via zoom.

Date: Friday, September 29, 2023

Time: 6:00PM

Event Link: <https://us06web.zoom.us/j/7985480068>

Meeting ID: 798 548 0068

Dial-in Number: +1 646 558 8656 US (New York)

There will be an opportunity for the public to raise comments, questions, and concerns. If you have any questions or comments about this proposal, please contact: info@embergardens.com

NEWS

EAST BOSTON COMMUNITY IMPACT MEETING 9/29

September 28, 2023

Share    You can view the presentation deck [HERE](#).

Comments are closed.

[SIGN UP FOR UPDATES](#)

Attachment C

7022 1670 0002 4952 7994

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here SEP 21 2023
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	09/21/2023
Total Postage and Fees	\$5.01	

Sent To

Street and Apt. No., or PO Box No.
1441 Brickell Ave Ste 1012

City, State, ZIP+4®
Miami FL 33131

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

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	09/21/2023
Total Postage and Fees	\$5.01	

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Street and Apt. No., or PO Box No.
101 Chelsea St.

City, State, ZIP+4®
East Boston, MA 02128

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

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here SEP 21 2023
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	09/21/2023
Total Postage and Fees	\$5.01	

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101 Chelsea St.

City, State, ZIP+4®
East Boston MA 02128

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here SEP 21 2023
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	09/21/2023
Total Postage and Fees	\$5.01	

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Street and Apt. No., or PO Box No.
100 Chelsea St.

City, State, ZIP+4®
East Boston, MA 02128

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here SEP 21 2023
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.66	09/21/2023
Total Postage and Fees	\$5.01	

Sent To

Street and Apt. No., or PO Box No.
100 Chelsea St.

City, State, ZIP+4®
East Boston, MA 02128

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

From: [Jasmin Winn](#)
To: [Lesley Hawkins](#)
Cc: [Cannabis Board](#); [Conor Newman](#); [Shane Hyde](#)
Subject: Re: Request for Additional Community Impact Meeting
Date: Monday, July 31, 2023 9:45:14 AM

Hi Lesley

This email confirms permission for JTJD, LLC d/b/a Ember Gardens located at 610 Chelsea Street, East Boston to hold a second community meeting. The community meeting may be held virtually.

Best,
Jasmin

On Fri, Jul 28, 2023 at 4:09 PM Lesley Hawkins <lhawkins@princelobel.com> wrote:

Good afternoon,

On behalf of JTJD, LLC d/b/a Ember Gardens located at 610 Chelsea Street, East Boston, we respectfully request permission to hold a second Community Impact Meeting for the proposed cannabis delivery/operator establishment. By way of background, this has been approved by the BCB and ZBA but due to the length of time since the initial meeting, the applicant must hold a supplemental meeting. We respectfully request that we be permitted to hold this meeting hosted by an independent moderator that we will provide and to do the same virtually.

Please do not hesitate to reach out with any questions.

Thank you,

Lesley

Lesley Delaney Hawkins



Prince Lobel Tye LLP

One International Place, Suite 3700
Boston, Massachusetts 02110

617 456 8071 Direct

857 272 6226 Mobile

lhawkins@princelobel.com



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Jasmin Winn

Cannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | 1 City Hall Square, Room 809, Boston, MA 02201



SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).

Please note: This is a City of Boston email account and the content of this message is public record.



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

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

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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



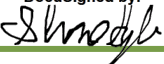
Name of applicant:

JTJD LLC

Name of applicant's authorized representative:

Shane Hyde

Signature of applicant's authorized representative:

DocuSigned by:

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Instructions

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

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

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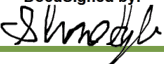
Name of applicant:

JTJD LLC

Name of applicant's authorized representative:

Shane Hyde

Signature of applicant's authorized representative:

DocuSigned by:

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CCOE - Apprentice Program Agreement

I, Dr. Marion McNabb, CEO of CCOE have been contacted and am willing to accept the donations JTJD, LLC intends to provide in regards to JTJD's Positive Impact Plan.

Dr. Marion McNabb

CEO

Date: 4/6/2023

Signature: DocuSigned by:
Marion McNabb
242AB20D1BD043C...

Plan for Positive Impact

Positive Impact Plan for JTJD, LLC

Goal: Restorative justice through high quality education. JTJD, LLC intends to provide scholarship funds and internship/training opportunities for one student from areas of disproportionate impact in MA to receive workforce or entrepreneurship training in the local cannabis industry with CCOE. JTJD, LLC, with founders that are in the Social Equity Program, has a goal of making a positive impact by providing educational opportunities, and social and restorative justice to Massachusetts residents that were disproportionately impacted by the war on drugs.

We will provide educational access to workforce training in concert with our strategic partner Cannabis Community Care and Research Network (CCOE) to those from areas of disproportionate impact within Massachusetts (as identified by CCC criteria) for any of the following workforce training areas:

- Cannabis Cultivation
- Cannabis Retail
- Cannabis Extraction
- Cannabis Culinary Infusion
- Cannabis Home-Delivery

Programs: In order to achieve the goal stated above, JTJD, LLC will lead two programs. The first is to make a monetary donation to support student scholarships annually and the second is to provide on-site internship opportunities for students in the form of expert internship and mentoring hours.

1. An annual monetary donation of \$4,000 will be made to CCOE in order to provide scholarships to one student through the certification program instituted by CCOE.
 - a. Student will receive \$4,000 each to use at their discretion for cannabis, CCOE or business courses.
2. On-site internship will support one student sponsored by the scholarship to have 50 hours of JTJD and CCOE hands-on training designed for employment for one year. This will provide those looking to break into the industry invaluable real-world knowledge and skills that can assist certification graduates in getting employment within an industry they are passionate about.

Metrics: To measure the success of our programs we intend to track the following metrics.

1. For Program 1, one student from a disproportionate area of impact within Massachusetts (as identified by the CCC) will participate in the workforce training programs fully free under JTJD, LLC sponsorship. JTJD, LLC will work with CCOE to certify this one student, so they don't incur any financial burden through our annual donation while receiving this education and training and qualify for the scholarship via CCOEs criteria. JTJD, LLC will also offer internship opportunities for these students to complete the certificate program. JTJD, LLC will receive written documentation that certifies that these students do not incur the financial burden.

2. For Program 2, at the conclusion of each of the class and internship program for each of the sponsored students, JTJD, LLC will evaluate the students' performance based on JTJD driven company metrics of success. Additionally, CCOE and JTJD will evaluate the overall performance of the student during the internship phase and provide evaluation and feedback to the student at the time of course completion. JTJD will then offer full-time employment to at least one of the sponsored students at the conclusion of the program, based upon the students' skills and abilities and how they fit with JTJD's current hiring needs. Protocols Implementation Protocol: While implementing this plan, JTJD, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Implementation Protocol: Any actions taken, or programs instituted by JTJD, LLC or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Implementation Protocol: All internship students that attend the onsite training portion of the program will be of the age 21 or older, and will undergo the same age verification process all visitors must pass before entering the facility, with the checking/documentation of their legal ID. If the intern does not meet this age requirement, then they will be asked to leave the facility and asked to rejoin the program when they meet the necessary age requirements.

Internship & Scholarship Program Commitments:

- Full-time Internship: 1 internship per year (Paid internship)
- One day "tour": A minimum of 5 per year for intern candidates

A minimum of one individual from those negatively impacted by the war on drugs or is a spouse or family member of someone impacted will have either a full or part time internship per cohort.

Tracking Employment: We will track employment metrics of all program participants to understand our success rate of the program's ability to get participants placed in the industry.

Beyond tracking employment, we will send surveys to assess what different types of wages, management level, industry segment etc of apprentices trained .

Tracking Courses Completed: We will keep track of the effectiveness of our scholarship program by requesting certificates of completion from all participants who receive the stipend.

COVID 19 Considerations

When COVID-19 struck in early 2020, everything changed dramatically. Forced into lockdown mode with a large percentage of the workforce suddenly operating from home, business interest in (and need for) virtual training accelerated at an unprecedented pace.

JTJD, LLC plans to ensure access to all training programs virtually through video libraries and zoom training sessions in concert with CCOE's goals that virtually bring together citizens, medical patients, academics, researchers, community members, healthcare professionals, policy makers, and the cannabis industry. JTJD, LLC and CCOE do this by sharing online, collaborative, and innovative research, education & program resources that drive change.

Tracking Success

Our team will track the progress or success of our plan with documentation that will be shared with the CCC on an annual basis during our license renewal process. We acknowledge that this documentation is required as part of our license renewal.

Recruitment Method Plan

1. We will utilize the Ember Gardens website and social media platforms like Instagram, Twitter, and LinkedIn to post information about our internship program and a way to sign up online. This strategy will combine the bandwidth of different cannabis staffing companies and our partners CCOE who have a wide network of interested candidates for the program and access to these groups through their experience with communities and social science studies.
2. As a part of our local hiring plan, we will also provide information about our internship program in our advertisements in areas that have been disproportionately impacted by the war on drugs, like Boston.
3. The disproportionately impacted communities we will focus on and target for our plan will be those closest geographically - Boston. For Boston, we will only recruit from the following census tracts:

Table 1. Designated Boston Census Tracts

Full Census Tract Name 6 Digit Tract

Census Tract 8.03, Suffolk County, Massachusetts 803

Census Tract 101.03, Suffolk County, Massachusetts 10103

Census Tract 101.04, Suffolk County, Massachusetts 10104

Census Tract 103, Suffolk County, Massachusetts 10300

Census Tract 104.04, Suffolk County, Massachusetts 10404

Census Tract 104.05, Suffolk County, Massachusetts 10405

Census Tract 607, Suffolk County, Massachusetts 60700

Census Tract 610, Suffolk County, Massachusetts 61000

Census Tract 611.01, Suffolk County, Massachusetts 61101

Census Tract 702, Suffolk County, Massachusetts 70200

Census Tract 712.01, Suffolk County, Massachusetts 71201
Census Tract 803, Suffolk County, Massachusetts 80300
Census Tract 611.01, Suffolk County, Massachusetts 61101
Census Tract 804.01, Suffolk County, Massachusetts 80401
Census Tract 805, Suffolk County, Massachusetts 80500
Census Tract 806.01, Suffolk County, Massachusetts 80601
Census Tract 808.01, Suffolk County, Massachusetts 80801
Census Tract 815, Suffolk County, Massachusetts 81500
Census Tract 817, Suffolk County, Massachusetts 81700
Census Tract 818, Suffolk County, Massachusetts 81800
Census Tract 819, Suffolk County, Massachusetts 81900
Census Tract 820, Suffolk County, Massachusetts 82000
Census Tract 821, Suffolk County, Massachusetts 82100
Census Tract 901, Suffolk County, Massachusetts 90100
Census Tract 902, Suffolk County, Massachusetts 90200
Census Tract 903, Suffolk County, Massachusetts 90300
Census Tract 904, Suffolk County, Massachusetts 90400
Census Tract 906, Suffolk County, Massachusetts 90600
Census Tract 912, Suffolk County, Massachusetts 91200
Census Tract 914, Suffolk County, Massachusetts 91400
Census Tract 917, Suffolk County, Massachusetts 91700
Census Tract 918, Suffolk County, Massachusetts 91800
Census Tract 919, Suffolk County, Massachusetts 91900
Census Tract 920, Suffolk County, Massachusetts 92000
Census Tract 923, Suffolk County, Massachusetts 92300
Census Tract 924, Suffolk County, Massachusetts 92400
Census Tract 1001, Suffolk County, Massachusetts 100100
Census Tract 1002, Suffolk County, Massachusetts 100200
Census Tract 1006.01, Suffolk County, Massachusetts 100601
Census Tract 1010.01, Suffolk County, Massachusetts 101001
Census Tract 1011.01, Suffolk County, Massachusetts 101101
Census Tract 1011.02, Suffolk County, Massachusetts 101102
Census Tract 1102.01, Suffolk County, Massachusetts 110201
Census Tract 1205, Suffolk County, Massachusetts 120500
Census Tract 9801.01, Suffolk County, Massachusetts 980101
Census Tract 9803, Suffolk County, Massachusetts 980300
Census Tract 9811, Suffolk County, Massachusetts 981100
Census Tract 9817, Suffolk County, Massachusetts 981700
Census Tract 9818, Suffolk County, Massachusetts

OPERATING AGREEMENT

**of
JTJD, LLC**

This Operating Agreement (the "Agreement") made and entered into this 8th day of August, 2022 (the "Execution Date"),

AMONGST:

Joseph Anthony Hoffman of 174 Lake Shore Road, #4, Brighton, MA 02135,
Daniel Joseph Hoffman of 3503 W McElroy Ave Tampa, FL, 33611
JLTD Investments, LLC of 1770 Massachusetts Ave. #609, Cambridge, MA 02140, and
Ember Gardens Holdings, LLC of 254 Newhill Ave., Somerset, MA 02726
(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company, JTJD, LLC

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be JTJD, LLC.

Purpose

- 3. The purpose of this company is to be a vertically integrated recreational cannabis business.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 610 Chelsea St. Boston, MA 02128 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Joseph Anthony Hoffman	Capital Contribution	\$510.00
Daniel Joseph Hoffman	Capital Contribution	\$10.00
JLTD Investments, LLC	Capital Contribution	\$381.00
Ember Gardens Holdings, LLC	Capital Contribution	\$99.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will be allocated between the Members in the following manner:

Member	Profit/Loss Percentage
Joseph Anthony Hoffman	51.00%
Daniel Joseph Hoffman	1.00%
JLTD Investments, LLC	38.10%
Ember Gardens Holdings, LLC	9.90%

8. Distributions to Members will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
9. Schedule distributions to a member will be reduced by any outstanding liabilities each respective member owes to the company.
10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

12. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

13. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members comprising of 67% of the membership interest in the company. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of the Company is vested in the following managers (individually the "Manager" and collectively the "Managers") until such time as they are removed by the Members or withdraw from the position:

- Joseph Anthony Hoffman
- Joseph Jean Lavoie

18. The duties and responsibilities of the Managers will include the following:

- Except as otherwise expressly provided or restricted in this Agreement, and subject in all instances to the terms and provisions hereof, the Managers (the "Managers") shall have complete and exclusive control of the management and conduct of the business of the Company and the authority to do all things necessary or appropriate to carry out the purpose of the Company without any further act, vote or approval of any Member. Except as set forth in Section 18, (i) Managers shall be appointed by vote of the Majority Interest comprising of 67% of the membership interest in the company, (ii) a Manager may be removed and/or replaced at any time by a 67% vote of the Majority Interest or for

Cause in accordance with the terms herein, and (iii) in the event any Manager dies, suffers a disability, resigns, or is removed from office at any time, as promptly as practicable, the Majority Interest 67% of the membership interest in the company shall designate a successor to fill the vacancy.

- Powers of the Managers. The Managers shall have the right and authority to take those actions that they deem necessary, useful, or appropriate for the oversight and management of the Company's business, as set forth in this Agreement. Each Manager shall have one (1) vote and, except as otherwise provided in this Agreement, the Managers shall act by the majority consent of the Managers. For the avoidance of any doubt, any Manager vote resulting in a tie shall be considered a "no action" on the matter at hand. Any contract, instrument or act of any Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that such Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.
- Duties of the Managers. Each Manager shall devote to the affairs of the Company such time as may be reasonably necessary to carry out their obligations hereunder. Each Manager shall perform their duties as a Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager of the Company. To the extent that, at law or in equity, a Manager has duties and liabilities relating thereto to the Company or to the Members, such Manager shall not be liable to the Company or any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expressly restrict the duties and liabilities of a Manager otherwise existing at law or in equity, are agreed by the Members to replace, to the extent permitted by law, such other duties and liabilities of such Manager.

- Meetings of the Managers. Meetings of the Managers may be called by any Manager. Notice of each such meeting shall be given to each Manager by telephone, electronic mail, or similar method (in each case, notice shall be given at least forty-eight (48) hours before the time of the meeting) or sent by first class mail (in which case notice shall be given at least five (5) days before the meeting). Any action required to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Notwithstanding anything to the contrary in this Section 18, the Managers may take without a meeting any action that may be taken by the Managers under this Agreement if such action is approved by the unanimous written consent of the Managers.

Authority to Bind Company

19. Any Manager has the authority to bind the Company in contract.

Member Meetings

20. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
21. Regular meetings of the Members will be held only as required.

Voting

22. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

23. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
24. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

25. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
26. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
27. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

28. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business of the Company if the Member remains a Member of the Company.
29. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

30. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring

knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

31. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
32. The Company retains the right to seek damages from a dissociated Member if the Company has been harmed by a malicious or criminal act by the dissociated Member or where the dissociated Member was in breach of this Agreement.
33. Members are not liable for the obligations of the Company. Nonetheless, on dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

36. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
37. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

38. In the event of a dissociation or the dissolution of the Company, each Member's financial interest in the Company will be in proportion to the following schedule:

Member	Dissolution Distribution Percent
Joseph Anthony Hoffman	51%
Daniel Joseph Hoffman	1%
JLTD Investments, LLC	38.1%
Ember Gardens Holding, LLC	9.9%

39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
40. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

41. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
42. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and

- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

- 43. The Company will at all times will maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
- 45. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

- 46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Elections

50. The Company will elect out of the application of Chapter 63 Subchapter C of the Internal Revenue Code of 1986, in each taxable year in which it is eligible to do so in accordance with Section 6221(b), by making that election in a timely filed return for such taxable year disclosing the name and taxpayer identification number of each Member.

Annual Report

51. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist a minimum of:
- a. A copy of the Company's federal income tax returns for that fiscal year.
 - b. Income statement.
 - c. Balance sheet.

d. Cash flow statement.

e. A breakdown of the profit and loss attributable to each Member.

Goodwill

52. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

53. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

54. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

55. No Member may do any act in contravention of this Agreement.

56. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

57. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

58. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

59. No Member may confess a judgment against the Company.

60. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

61. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

62. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

63. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Amendment of this Agreement

64. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

65. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

66. Time is of the essence in this Agreement.

67. This Agreement may be executed in counterparts.
68. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
69. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
70. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
71. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
72. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
73. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.
74. **Definitions**

For the purpose of this Agreement, the following terms are defined as follows:

- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Majority" unless specifically stated otherwise, any action requiring a majoring vote or consent of the members will require 67% of the membership interest in the company.
- f. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- g. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- h. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- i. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.
- j. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this
8th day of August, 2022.

DocuSigned by:

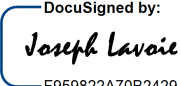
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Joseph Anthony Hoffman (Member)

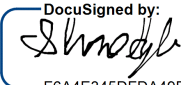
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Daniel Joseph Hoffman (Member)

DocuSigned by:

F959822A70B2429... Joseph Lavoie 8/9/2022

JLTD Investments, LLC (Member)

DocuSigned by:

F6A4E345DFDA49F... Shane Hyde 8/8/2022

Ember Gardens Holdings, LLC (Member)



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: 001585434

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

2a. Location of its principal office:

No. and Street: 610 CHELSEA ST
 City or Town: EAST BOSTON State: MA Zip: 02128 Country: USA

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

No. and Street: 610 CHELSEA ST
 City or Town: EAST BOSTON State: MA Zip: 02128 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:

APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSEPH JEAN LAVOIE
 No. and Street: 610 CHELSEA ST
 City or Town: EAST BOSTON State: MA Zip: 02128 Country: USA

I, JOSEPH JEAN LAVOIE 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	JOSEPH ANTHONY HOFFMAN	610 CHELSEA ST EAST BOSTON, MA 02128 USA
MANAGER	JOSEPH JEAN LAVOIE	610 CHELSEA ST EAST BOSTON, MA 02128 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOSEPH ANTHONY HOFFMAN	610 CHELSEA ST EAST BOSTON, MA 02128 USA
REAL PROPERTY	JOSEPH JEAN LAVOIE	610 CHELSEA ST EAST BOSTON, MA 02128 USA
REAL PROPERTY	JLTD INVESTMENTS, LLC	610 CHELSEA ST EAST BOSTON, MA 02128 USA
REAL PROPERTY	EMBER GARDENS HOLDING LLC	610 CHELSEA ST EAST BOSTON, MA 02128 USA

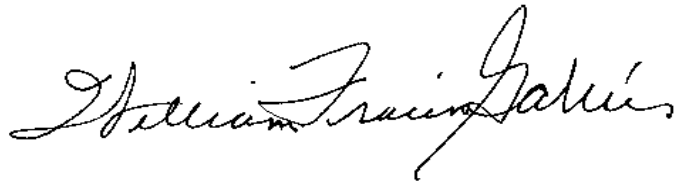
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of May, 2022,
CHEYENNE MOSELEY, ASST. SECRETARY, LEGALZOOM.COM, INC., A CA CORPORATION
(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:

May 26, 2022 11:09 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Company Insurance Plan Overview

Pursuant to the CCC regulations our company will acquire the types of Liability Insurance that fulfill the following requirements:

- A. General Liability Insurance coverage for no less than 1 million dollars per occurrence and 2 million dollars in aggregate annually
- B. Product Liability insurance coverage for no less than 1 million dollars per occurrence and 2 million dollars in aggregate annually.
- C. Deductible shall be no higher than 5,000 \$ per occurrence

If for whatever reason, Ember Gardens is unable to secure insurance prior to the beginning of operations, we will commit \$250,000 to escrow in order to provide coverage for any potential liability.

All documents showing insurance policies shall be maintained via our Financial Records Policy, and kept on hand at all times to provide proof to the Commision.

WHO: The Chief Financial Officer will be in charge of sourcing, maintaining and reporting on the insurance policies held by the company.

Business Plan - JTJD, LLC

Executive Summary

JTJD, LLC is a startup company which is about to enter the now legal recreational cannabis market of Massachusetts. JTJD, LLC will be a Massachusetts based Adult use recreational home delivery company that's main purpose is to bring various cannabis products from both our own and other cultivation and manufacturing licensed wholesalers to consumers across the state. Our home delivery license shall be headquartered at 610 Chelsea Street, Boston, Massachusetts. At this location, the oversight of all delivery operations will take place, along with the storage of all cannabis products sourced from wholesale cultivators and manufacturers (including our own). The headquarters will also serve as the location where any JTJD, LLC owned vehicles will be stored overnight.

The high level of order of operations for our delivery service is the following:

1. A delivery order is created by our customer through our online ordering system. The menu of available cannabis products for delivery will be present on this online portal along with their prices and any other necessary product information mandated by the CCC.
2. Order is processed and scheduled via delivery/logistics software and slotted for a particular time and date.
3. Per all CCC regulations, delivery order is loaded onto delivery vehicles at the time appropriate before delivery

4. Per CCC regulations, delivery vehicles leave headquarters in Boston with order and travel to customer destinations.
5. Per CCC regulations, employees execute delivery and sale with customers who placed original order(s) and identity is confirmed with ID check.
6. If necessary, delivery vehicles transport any cash associated with transactions back to the headquarters in Boston, which then the company will transfer to our partner bank, GFA Credit Union.

Our goal for this delivery company is to make it a part of the broader JTJD, LLC recreational cannabis ecosystem which also includes cultivation, manufacturing, and traditional brick and mortar retail locations.

Mission Statement

To provide quick, compliant and safe delivery service of local, small-business, social-equity, and other MBE owned licensed cannabis products to consumers across the Commonwealth.

Goals

- To create safe access to cannabis products from the safety and comfort of customers homes across the Boston metro area.
- To create a compliant and safe work environment for all of our employees.
- To have the JTJD, LLC brand be associated with the convenience of home-delivery.
- To support local small businesses in the cannabis space by highlighting products from social equity and other MBE organizations.
- To support organic and regenerative agriculture practices and overall highlight of the now wide variety of health and wellness cannabis products becoming available in the adult use Massachusetts market.

Delivery License Exclusivity Overview

Massachusetts Social Equity, Economic Empowerment and Micro-licenses are the only type of companies that have access to Delivery Licenses. The delivery license allows the company in possession to deliver cannabis products to the door of the consumer. This license type currently has a 3 year exclusivity period for Social Equity, Economic Empowerment and Micro cannabis companies, per a directive by the CCC.

Start of Operation

JTJD, LLC hopes to begin home-delivery operations early spring of 2024 after gaining a final license from the CCC.

Company Formation

JTJD, LLC is set up as a limited liability company (LLC) in the state of Massachusetts.

Districts for Deliveries

JTJD, LLC intends on being the premium delivery service for the South Coast. It is located at 370 Wareham St, Boston Massachusetts and plans to serve an approximate 30 mile radius within the Boston metro area, as well as other locations as determined possible during expansion of operations. JTJD, LLC would have careful policies in place to ensure delivery is conducted only in CCC approved municipalities and that with careful vehicle routing software, no vehicles will ever travel outside of the MA border under any circumstance.

Security Summary

JTJD, LLC will have all sides of the security covered with our specialist Aaron Washington guiding the way. As a Military Veteran, 25 years as a Massachusetts State Swat team and 10 years as the swat team commanding officer, then going Private with his own VIP security company. There is nothing out of his scope when it comes to security.

Security staff will be trained professionals that will be equipped to supervise various security tasks including but not limited to customer ID processing, observation of camera feeds, securing product/cash inflow and outflow, and incident responses. Carrier transfers of cash and cannabis products will be completed while driving secured custom vehicles built specifically for the task of transporting cannabis products per CCC regulations. All deliveries will be done with two agents, vehicles will be outfitted with cameras in the front and rear, and will have built-in GPS tracking devices as well as other compliance regulations. JTJD, LLC will also be taking other measures making sure that all deliveries remain as random as possible along with random pick up and drop off times with only the CEO, GM, Security Dispatcher, and other critical staff knowing the routes. Each route will be made up by the dispatch at the time of delivery so that there are no plans in the system that can be hacked.

All Agents transporting products will be trained in CCC regulations, transportation SOPs and specifically pick up, drop off and maintenance of manifests and logs

Security staff will ensure no employees use cannabis products at the location and will also ensure that no customers enter the location as this will never be a customer facing retail location. With our customers, employees, neighbors, and the general populace in mind, we will develop through standard operating procedures that will provide strict instructions and protocols for all aspects of the operation. These procedures will be paired with state-of-the-art security technology. Per state regulations, our facility will be outfitted with all the necessary security equipment in order to provide a safe and secure environment for our customers and employees. The best in-class security cameras, alarms, locks, and safes will be set up and implemented by a security company with experience in outfitting cannabis operations. We will ensure there are

also backup systems in the event of power outages, so the location always stays secure. All products will be stored in a highly secure vault which is only accessible to authorized personnel.

Delivery

JTJD, LLC will be making deliveries between the hours of 8am and 9pm subject to local municipal bylaws and ordinance. All deliveries will be made daily by order unless there is a back up. In which case the delivery date will be forwarded to the next calendar day. A minimum order of 3.5 grams and a maximum order up to one ounce (or an order equivalent) will be required to make a delivery purchase.

During all deliveries there will be two agents in the vehicle. Agent 1, the driver, will remain in the vehicle at all times. Agent 2, will be running the product to the door and checking ID before making the drop off to the consumer. Agent 1 will be in contact with the dispatch upon arrival for all deliveries. After drop off of all deliveries and once every half hour.

Refused or Refused Products

Any product that is returned or refused by the customer is to be brought back to the vehicle and transported back to the delivery headquarters. All products will be inspected and if the tamper seals have not been broken, they will be scanned back into the inventory. If products are unsuitable for resale, they will be returned to the Marijuana Establishment who originally supplied it via wholesale to JTJD, LLC.

Employment Plan Summary

For a direct to consumer business, especially one with a product as varied as cannabis, it is imperative to hire the best people to interact with customers the right way, as ultimately they are not only a reflection of the company and its brand but being a key part of the customer's experience as well. For our vision of the future employee for this delivery location, we will want to ensure we have people who prioritize and demonstrate the highest levels of customer service. In-depth employee and customer interaction will be a key part of the experience for our shoppers, and one of the primary reasons along with our product selection for them to return again and again. Whether our hires have previous experience and expertise concerning cannabis or not, every one of them will undergo a robust training program that will both ensure they will have the know-how required to help any type of customer. These programs will provide both technical cannabis knowledge along with the skills to provide exemplary customer service.

We anticipate needing 20 full time employees for this location including general managers, delivery drivers, inventory associates, dispatchers, and security staff. This staff would grow based on customer traffic and expansion of vehicles and delivery radius.

Following our broader company goal of creating a diverse working environment JTJD, LLC will ensure hiring across all minority and disenfranchised groups. We also plan on having a hiring process that gives preferential treatment to those with past marijuana criminal charges, as our company's belief is those who were part of the previous cannabis black market are the only reason a legal market exists today – we have founders who fit this criteria so it is an important issue for us.

Product Assortment Summary

To cater to our planned customer type, we plan on providing a diverse selection of cannabis products ranging from exotic cannabis flower to different infused products and extractions. We plan on sourcing products from other growers and producers across the state, and for our delivery business we plan on giving preference and highlight to growers and manufacturers who are also small business owners, MBEs, and social equity businesses, etc.

Community Relations Summary

Our company plans on giving back to the community that is willing to host us, and we plan on being active in both the town and the neighborhood. Having a Social Equity background, we know well what a helping hand can do for people in need. We also want to get rid of the misnomer of criminality that is sometimes associated with the cannabis industry. In order to achieve this, we have numerous programs we plan to set up with the town, neighborhood, and the state. Through training programs, and financial support we plan on assisting those wanting to enter the cannabis industry, those impacted by the “War on Drugs”, and those organizations that are fighting to create inclusion and race equality in the State of Massachusetts. Specifics of these plans are below in the operational details section.

Customer & Operational Flow

- Customers will place orders via JTJD, LLC website and occasionally phone, or via third party cannabis integration platforms such as Weedmaps, Jane, and Leafly
- Orders will be fulfilled in the Boston warehouse and will follow all current regulations overseen by inventory, compliance, and security staff.
- Complete orders will be loaded onto delivery vehicles for transport to customers.
- Vehicles will have two drivers, one will remain with the vehicle at all times.
- Drivers will meet customers at the residence location during their agreed upon and confirmed delivery time window.
- To start every transaction, drivers will ask to check ID and will follow SOPs on how to conduct proper ID checks - this will be overseen by security teams and captured on body cameras.
- Once the customer transaction has been completed they will receive their pre-packaged order in Child Resistant packaging and drivers will promptly leave the area. There will be

no loitering on premise or in the surrounding areas. Security staff will ensure this does not occur.

Parking of Delivery Vehicles

On-Site Parking

All vehicles will be parked on-premise overnight and when not in use. If the vehicle fleet grows beyond available on-site parking, then additional, compliant parking will be located off-site. At this time it is anticipated that all vehicles for this operation will be parked at the same address.

Security Plan Overview

Security Staff

Headed by our Chief of Security Aaron Washington, a 28-year veteran of the Massachusetts State Police Force, serving 26 years within the state SWAT team, with the last 10 years as the SWAT team's head. Our security staff will be trained professionals that will be equipped to supervise various security tasks including but not limited to customer ID processing to prevent any underage customers or visitors, observation of camera feeds, securing product/cash inflow and outflow, and incident responses.

We will have at least one active staff member during all hours of operation inside the security office.

Security Equipment

Per state regulations, our facility will be outfitted with all the necessary security equipment in order to provide a safe and secure environment for our customers and employees. The best in-class security cameras, alarms, locks, and safes will be set up and implemented by a security company with experience in outfitting cannabis operations. We will ensure there are also backup systems in the event of power outages, so the location always stays secure. We also are committing to partnering with the Boston Police Department in installing additional security equipment in order to ensure no criminal activity related to our operation occurs. All locks and security equipment will be checked daily to ensure they are in proper working order.

Product Storage

All products will be stored in a highly-secure vault, with the only exceptions being the small quantities in process for orders. At closing, all products will be returned to the vault. The vault will only be accessible to authorized personnel. Odor controls (such as carbon filters) will be put in place to ensure no smell of cannabis products impacts our neighbors and the public and will be constantly maintained. Inventory checks and audits will be done daily by the inventory and compliance staff to ensure no discrepancies exist.

Identification & Prevention of Diversion to Minors

- Proper Identification - upon order delivery, Delivery Agents will perform ID checks. If any customer is not 21+ or uses a false identification shall be reported to local law enforcement along with a creation of an incident report that shall be sent to applicable CCC officials.
- Proper Identification - upon entrance, our Security Staff situated at the Security Desk shall be positively identifying all individuals seeking access to the premises of the establishment to limit access solely to individuals 21 years of age or older. Access will only be granted to qualified employees and visitors, no customers will be allowed at this location. At the time of a visitor entrance, their ID will be checked by security personnel utilizing the most modern equipment to authenticate the presented identification. Any visitor who is under the age of 21 will not be allowed to enter the facility.
- Signage will be placed at all entrances to indicate the age restrictions in place.
- All employees and visitors are to present legally acceptable identification, including a driver's license, passport, or some other form of legal photo identification to verify their identity and age upon entrance to the facility to JTJD, LLC' security personnel – who will be trained on identification techniques.
- Any individual who is under 21 shall be escorted out of the facility.
- Any individual that presents false identification documents shall be reported to local law enforcement along with a creation of an incident report that shall be sent to applicable CCC officials.
- Any JTJD, LLC employee is mandated to be 21 years of age or older. Any JTJD, LLC employee who is found to be under this age to fraud shall be terminated for cause immediately per termination procedures and reported to local authorities and the CCC.
- Customer Bans and Blacklist – Any customer who breaks the law (in relation to our dispensary) or our policies will be banned from future service.

Inventory Procedures

Inventory Overview

The proper tracking and documentation of all cannabis inventory is important for a multitude of reasons, including security (prevention of diversion and theft) and sales. With the use of modern inventory software and the implementation of strict inventory policies and procedures, our company will be able to know with precise detail and tracking history exactly what is contained within our inventory.

1) Who

- a) All Delivery Staff
- b) Sales & Inventory Manager and Associates reporting to him/her need to access inventory logs to determine product pipelines and how they fit into customer purchase order inquiries.
- c) Compliance Manager, who needs to access inventory records to ensure that physical inventory matches databases/software to ensure that no diversion is taking place.

2) Where:

- a) All areas where product is stored, including secured storage areas of delivery vehicles.

3) General Inventory Policies

- a) Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- b) The Compliance Manager, who is separate from individual departments, will conduct inventory reviews, and comprehensive inventories of marijuana products in a cadence mandated by regulatory compliance.
- c) Company will conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory. The Compliance Manager is to be responsible for this audit and associated reports. The CEO will also be mandated to review this report.
- d) The Compliance Manager and the CEO will review and sign off on completed monthly and annual audit documents.
- e) Company will document all audits and promptly transcribe inventories if taken by use of an oral recording device.

- f) The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

4) **Inventory Procedures**

- a) On a regular cadence (monthly and annually) an audit will be performed of both physical inventory and associated logs and databases. This audit will be performed by the Compliance Manager who is independent of any department and reports directly to the Executive Committee (CEO).
- b) Once the purchase order is made from the wholesaler the product is scanned into METRC.
- c) Product is to be scanned each time it is transferred from one location to another.
- d) Delivery Agents log time product was moved.
 - i) Agent ID number
 - ii) Agent Name
 - iii) Write into log book provided by management team
- e) All inventory will be checked at the end of each day to make sure there are no bad seals.
- f) Any products that go bad for any reason are to be sent back to where the product can be remediated or disposed of.
- g) All vehicles shall be emptied at the end of business each day of all cannabis products, where they will be returned to the storage vault or retail location of origin.
- h) The audit shall entail the Compliance Manager going through all cultivation, manufacturing, storage and vault areas conducting a visual review of all cannabis plants and products ensuring they have the proper Metric tags attached. The audit shall also entail frequent spot checks of physical Metric Tags to ensure that the cannabis plant or product matches what is in the inventory database. If necessary to complete an audit report a compliance manager may take photographic evidence of any discrepancies between physical plant or product and inventory system description.
- i) The audit shall also entail the Compliance Manager reviewing waste disposal logs, purchase orders, transportation manifests and any internal transfers of cannabis plants or product (I.E plants from Cultivation to Manufacturing department) to insure the documentation was done correctly per CCC and company policies.
- j) If evidence of diversion is discovered during the audit the Compliance Manager is to inform the Chief of Security, VP of Security, and the CEO immediately prior to the conclusion of his/her inventory audit. This is done to allow for immediate investigation of diverted/stolen product. Per the Security Policies the CCC and local law enforcement will be notified of the possible inventory diversion found during the audit.

- k) The completed report shall be delivered directly to the The CEO for their review and will require each of their signatures to document that they viewed the results. Any actions or changes to procedures and personnel that result from the findings of the report will be carried out by the CEO.
- l) All inventory audits will not be unannounced with only the Compliance Manager and The CEO knowing the date and scope.
- m) The report will be kept on file in order to provide the CCC or any other legal entity evidence that they were conducted.

5) Product Database

- a) In addition to the requirement to establish policies and procedures for maintaining a product catalogue under 935 CMR 500.130(5)(h), a Marijuana Product Manufacturer, after receiving a Provisional License but prior to receiving a Certificate to Commence Operations, shall provide the following information about the Finished Marijuana Products it intends to produce and make available at wholesale to a Marijuana Retailer or Delivery Operator prior to commencement of operations. This information may be used by the Commission for its Product Database.
- b) The Marijuana Product Manufacturer shall provide the following:
 - i) Marijuana Product type;
 - ii) Marijuana Product Brand Name;
 - iii) List of direct ingredients;
 - iv) List of indirect ingredients;
 - v) Serving size, including a description of what constitutes a serving size for a product that is not already a single serving;
 - vi) Potency;
 - vii) A photograph of a Finished Marijuana Product, against a white background, outside of but next to the Marijuana Product's packaging, including any external or internal packaging, provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g. a single serving is a 1" x 1" square), and where an Edible cannot be stamped, for example, due to size or a coating, the photograph of the Edible outside of, but next to, its external and internal packaging, such as the wrapper, and labeling information for the Edible;
 - viii) A photograph of the Marijuana Product, against a white background, inside the packaging; and
 - ix) A list of Marijuana Products to be sold based on anticipated or executed agreements between the Marijuana Product Manufacturer and Marijuana Retailer or Delivery Operator.
- c) Photographs shall be submitted in a form and manner determined by the Commission.

Quality Control Procedures

Lab Testing of Products for Delivery Sales

1) Testing

- a) No Finished Marijuana Product may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product shall be deemed to comply with the standards required under 935 CMR 500.160. Potency levels derived from the Cannabinoid Profile, including the amount of delta-nine-tetrahydrocannabinol (9-THC) and other Cannabinoids, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed shall be recorded in the Seed-to-sale SOR.

2) General Policies

- a) No cannabis product shall be packaged or sold that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under CMR 935.500.160.
- b) To ensure compliance with these regulations, no product will be received into the building without a double verified METRC manifest showing Test Passes status on all products received. If products are not in compliance with testing, the deliveries will be rejected prior to entering the inventory system.
- c) Whether from in-house license-to-license transfers, or if from 3rd party retail establishments, the products will require the same testing standards to stay in compliance with CMR 935.500.160.
- d) Absolutely no products will be sold unless they meet these requirements.

3) General Sanitation Overview

Since the facility is producing consumer goods, the highest level of sanitation and cleanliness is needed. The whole facility and accompanying delivery vehicles will be cleaned regularly in accordance with the guidelines stated below in order to maintain pure and uncontaminated product.

4) Sanitation Guidelines and General Practices

- a) All employees working cultivation or manufacturing areas must change into provided uniforms within locker rooms prior to beginning shift.
- b) All provided employee uniforms and personal protection equipment shall be provided by the company.
 - i) Uniforms will be regularly cleaned by company.
- c) Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand/eye-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. Effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices will be provided.
- d) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- e) Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
- f) There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
- g) All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
- h) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.
- i) Water supply shall be sufficient for necessary operations. Water source shall be capable of providing a safe, potable, and adequate supply of water.
- j) Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross-connections between the potable and wastewater lines.
- k) The facility shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair. These facilities shall be cleaned on a regular cadence to ensure the high-level of sanitation found throughout the facility. Signage indicating that all employees must wash hands prior to returning to work will be posted throughout the toilet facilities.

- l) Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms and kept outside of all production areas to every extent possible.
- m) Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- n) All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be provided and maintained as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- o) Any hired third-party cleaning services shall be instructed and trained to operate in compliance for all cannabis areas.
 - i) All cannabis material (whether packaged or not) will be removed from rooms/areas that third-party cleaners operate in.
 - ii) Third-party cleaners shall be escorted by a member of Security Team at all times while on the premises.
 - iii) Third-party cleaners will go through the Visitor Procedure prior to entering facility.
- p) Facility shall be inspected for overall cleanliness once per week by the management of each department. Report on state of sanitation will be given to the Delivery Manager for review.
- q) **Organic Sanitation** - To avoid using toxic chemicals for cleanliness and sanitation, JTJD, LLC is going to stock the facility with all Natural and organic cleaners and soaps. There will be zero use of any harmful toxic supplies. If it cannot be in contact with the plants without causing harm, it will NOT be utilized within the Facility or within/on Delivery Vehicles.

5) **Internal Audit Policy**

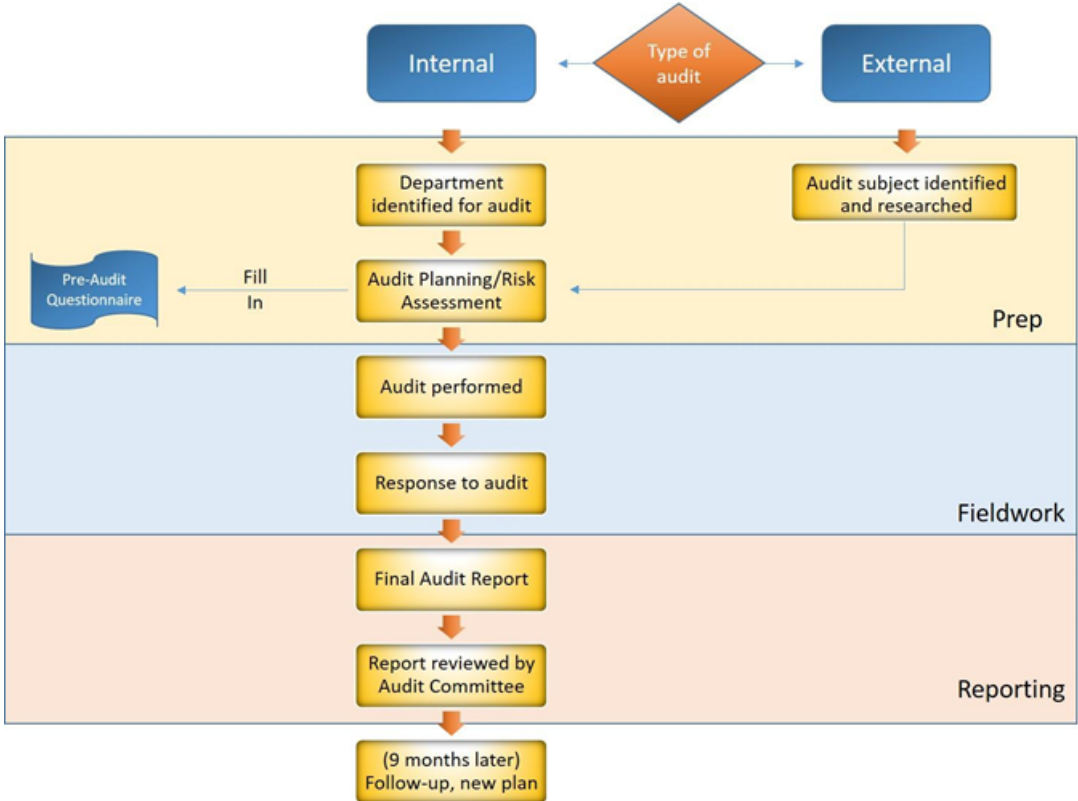
Internal Audit General Overview

- a) JTJD, LLC will install a comprehensive set of internal audits that will cover every facet of the business. This will be the responsibility of the Delivery Manager under the direction of the Head of Compliance. The Head of Compliance of Ember Gardens will report to the CEO of Ember Gardens as well as the Chief Security Officer of any discrepancies during an audit. These audits shall occur quarterly at minimum to ensure constant compliance. Moreover, they will not be broadcast to the general population of employees, so the audit remains authentic. The Delivery Manager performing the audit shall be granted all access

necessary to complete the task fully. Areas of the business to audit are, but not limited to:

- i) Facility Sanitation
- ii) Disposal Logs
- iii) Mechanical and Equipment Physical Inspection
- iv) Perimeter Security Systems
- v) Interior Security Systems
- vi) Transport Security Systems and Logs
- vii) Visitor Log
- viii) Packaging Materials
- ix) Loading Dock Safety
- x) Financial Books and Ledgers
- xi) Cyber-Security
- xii) Inventory Logs
- xiii) Vault Entry Logs

b) If violations or deficiencies are found, immediate rectification will occur. Those responsible for the flags within the audit will be held responsible to fix them and then ensure they don't recur. If violations are continuous or especially flagrant, termination could occur. The below chart will be a simple template of how we will conduct the internal audits, with preparation of a potential external audit.



Personnel Procedures

Background Check Procedure

Background Check Overview

The background check process is mandatory for anyone who wishes to work in the Massachusetts recreational or medicinal cannabis industry. Already outlined as one of the key steps of the Hiring Procedure, this document will dive into more detail of what can be expected for each candidate when going through

General Policies

- Who:
 - HR Team (Ember Gardens), managed by the Head of HR, will ensure the proper data is received and submitted for each background check.
 - Chief Security Officer will provide guidance on selecting a third-party background check company.
- All background checks shall be recorded and saved per the Personnel Record-Keeping Procedure.
- Any failed background check will prohibit the hiring of the candidate.
- The company will pay the costs of all background checks.

Information Gathered

- The full name, date of birth, social security number and address of the individual
- All aliases used previously or currently in use by the individual, including maiden name, if any
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission
- An attestation that the individual will not engage in the diversion of marijuana products
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth

- A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts
- A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices
- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction
- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant
- Any other information required by the Commission or the third-party background check company.

Employee Policies (High-Level Overview)

Employee Policies Overview

The document will serve as a high-level overview of some (but not all) of the key policies as it relates to our employees' relationship with the company. It does NOT serve as our official Employee Handbook. An official Employee Handbook, using information shown here as a starting point, will be created after the acquisition of the Provisional License from the Commission but prior to the company receiving its Final License and Commence Operations notice. The official Employee Handbook will be made available for review by the Commission at that time, after it has been written and reviewed by subject matter experts in Massachusetts Labor Law.

After the beginning of operation, the Head of HR will in conjunction with the General Counsel will oversee the Employee Handbook and ensure it is maintained and updated with changes in both company policy and Massachusetts or Federal Labor Laws.

Policies

Payroll – Company payroll will occur on a monthly basis to start but will transition to a bi-weekly. We will purchase payroll software to easily process these payments, which includes calculating the various taxes for both the employee and employer. This is very important to avoid any type of tax or labor compliance issues, especially in an industry where financial audits are likely. For hourly employees, it shall be their responsibility to fill out timecards and have their direct manager approve them before handing them into the current responsible party taking care of payroll.

Time Off – JTJD, LLC LLC will offer to all employees, two weeks or 10 business days of PTO time per year. We will allow employees to carry over unused PTO into the following year, capping out at 25 business days. All time off requests must be approved by the employee's direct manager, either prior to any vacations or after the fact in the case of a sick day. We will not, however, allow employees to get PTO if their bank is at 0, any days not worked at that point will be considered unpaid.

We believe offering a good time off package is a valuable benefit to our employees, and all shall have it. PTO time will grow with depending on time with the company. It is one of the tools that we hope entices workers to stay with us long-term and avoid as much employee turnover as possible. Upon termination, any PTO not used by the employee will be paid out based on their current salary in the final check per Massachusetts labor laws.

Work Hours – All full-time employees shall be expected to work 40 hours per week, with additional time needed if requested by management. Hourly employees shall be paid overtime for the additional time, while salary employees shall receive compensation days (essentially a PTO day added to their bank), if they work more than 48 hours during the week. However, any manager or employee that owns common stock in the company will not be allowed to accrue compensation days, as the extra time put forth should be for the benefit of the company and thus raising the value of the stock they own.

Daily hours shall be from 7:30 am- 10 pm, with a lunch hour at 12pm. Employees may come in earlier and stay later as long as they achieve their 8 hours of required work, but only at times permitted by local laws.

Holidays which our employees will have off are listed below:

- Christmas
- Thanksgiving
- Veteran's Day
- New Year's Day
- Labor Day
- Memorial Day
- Independence Day
- Easter

If employees have to work during the holidays above due to pressing matters at the facility, then they shall be paid 1.5X their usual daily or hourly rate.

Drug and Alcohol Free Workplace - JTJD, LLC explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Leave Policy – Per state law, our company will provide 3 paid jury duty days. We will also provide 3 days of Bereavement Leave for immediate family members.

In addition, we will provide parental leave, 4 weeks for mothers and 1 week for fathers. Like the PTO policy, this is a benefit we want to give back to our employees to ensure that they feel they are cared for. This is part of our strategy of retaining and taking care of our employees to avoid turnover and to get their best effort and ownership mentality.

Severance – Severance will be given to employees when management deems it necessary. Our most common use of it will be to make sure that employees with non-compete clauses (those that are close and involved with confidential information), in order to make sure they don't jump ship to an immediate competitor straight away, thus allowing the company time to prepare and mitigate such a move. Severance duration and amount shall be determined on an individual basis by management at the time of termination.

Non-Compete Clauses – For employees that will work with confidential IP or financial materials (think management positions in the Finance, Cultivation and Manufacturing Departments), employee contracts will contain some type of non-compete clause that will prevent them from working for an immediate competitor for a certain period after termination. This is to allow the company time to mitigate the risk of defection. Employees with such clauses will be paid via

severance to mitigate any financial hardship they may endure. All non-compete clauses will be written within allowable labor laws and practices and review by the General Counsel. Waivers may be granted in certain cases by the CEO.

Review Period & Compensation Changes – All employees, from the CEOs on down, will undergo an annual review to evaluate their performance, based on a scale from 0 to 5 (with 5 being the best). Each manager shall be up front with the expectations of their employee at the beginning of the year and/or employment, so that both sides are on the same page when the review process commences. During this review process, changes to compensation can be negotiated; however, any increases above a certain threshold will have to be signed off by the CFO and Executive Committee. If there is a disagreement between the employee under review and their manager, it can be escalated up to the next management level in order to attempt to reach a consensus on what is verifiable.

Promotions and transfers will also be discussed in these meetings, to ensure that our employees have a development path and something to work towards. Moreover, knowing what our employees want to do will enable us to provide them with the training and opportunities they need to grow, which will in turn provide benefits to our company as a whole, with a more skilled and engaged workforce.

Bonuses – There will be two main categories of bonuses given to employees. The first category will be discretionary annual bonuses granted to any employee that performs above and beyond their expectations (higher than a 3 on the performance scale). The manager will have discretion to grant up to a certain amount, but any bonuses above that must be approved by both the CFO and the Executive Committee. These bonuses shall reward the employees that go above and beyond, and the promise of such bonuses for good performers should drive employees to take more ownership and achieve more than what is expected of them. Before reviews begin, however, the CFO will determine how much money shall be allocated for bonuses, so as to avoid any potential jeopardy to the company's overall financial health.

The second category would be bonuses given to those manicuring/trimming. As one of the most labor-intensive parts of the harvesting process. These bonuses shall be determined by the Head of Cultivation based on quotas given to the workers that work in the trimming area prior to the beginning of the harvest. An example would be something like 5 lbs. per week, though the exact numbers shall be determined per harvest based on specific details.

Benefits – After completing the capital investments and as the employee count rises, we plan on investing back into our workforce by providing benefits such as health, dental, vision, life insurance, 401k, etc. as deemed financially possible by the CFO and Executive Committee.

Ethics – Our Company will institute an ethics policy that will hold all of our employees to the highest professional standards. We are committed to uncompromising integrity in all that we do, and in the way in which we relate to each other, and to people outside the company. While the

standards in this policy are mainly based on laws, they also reflect the values that define us and our company. We must constantly strive to avoid any circumstances that may create a conflict, or the appearance of a conflict, between our personal interests and those of the company. The standards in this policy may be implemented, interpreted, or amended from time to time through written procedures or other compliance guidelines. All supervisory and management employees, including all officers and directors of the company, have a special responsibility to lead according to the standards of this policy, in both words and action. Our supervisory and management employees are also expected to adhere to and promote our “open door” policy. This means that they are available to anyone with ethical or other concerns, questions or complaints. We also maintain a confidential “hotline” that employees can call in those circumstances (the HR department will manage the “hotline” and all resulting inquiries) All concerns, questions and complaints will be taken seriously and handled promptly, confidentially, and professionally. Moreover, no retaliation will be taken against any employee for raising any concern, question or complaint in good faith. In order to maintain a culture where the good of the company comes first and foremost, it will be a prerogative to hold all employees accountable to these ethics’ outlines. For violations, punishment can include up to termination and possible legal action if laws themselves were broken.

Worker Safety - Insuring the safety and wellbeing of JTJD, LLC’s employees and visitors will be taken very seriously. Strict guidelines will be created to minimize the risk to both people and product. The following guidelines will be a requirement for continued employment.

- Personal Protective Equipment – All personnel, including any approved visitors, will dress in protective clothes when entering the restricted growing area and when handling unpackaged product. These will serve as a dual purpose for keeping the plants free from any type of pests or infestations, and keep people from experiencing any unwanted health related reactions due to the plant (allergies etc.)
- Fire Safety – JTJD, LLC will have numerous fire extinguishers on site as well as smoke detectors. JTJD, LLC will also insure that all structures are in full compliance of fire code regulations.
- Monitoring of Hazardous Gases – JTJD, LLC will install detectors that will monitor for hazardous gases such as carbon monoxide to ensure the safety of the people on site. This will also be in line with any commercial regulations in this area.
- Evacuation Maps and Procedures – All operational structures will have clear access to exits in the need for a quick evacuation. These exits shall remain clear always. When hired, employees will also receive training on where these exits are. For larger structures, maps will be posted to indicate the locations of all the exits.
- Medical Equipment on Site – JTJD, LLC will have on site a medical station that will a first aid kit, AED, and any other necessary medical equipment necessary. This will be installed in a clearly marked location that is accessible to all employees.

Personnel Record-Keeping

Personnel Record-Keeping Overview

The importance of an accurate employee record stretches far beyond the legal ramifications of that information not being current. For employers, keeping accurate records can help recruitment, identify gaps in skills, and save time while performing administrative duties.

It's also a legal responsibility. Maintaining tax information, wage information, employee demographics, and other required documentation is essential to meeting your legal obligations. When regulators ask for employee information, having it available in a single, easy to find place is essential.

Lastly, the contents of the personnel file provide a historical overview of the important happenings during an employee's career. They support the decisions that are made about the employee and his or her career. They demonstrate the employer's rationale behind hiring, promotions, transfers, rewards and recognition, and firing decisions.

General Guidelines

- Who: The Head of HR will be responsible for the custodianship and authenticity of all employee data and records.
- Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- **Data will be stored in cloud to avoid the possibility of lost records.**
- **All physical records will be securely stored in a locked location with access only available to authorized personnel. All digital records will be highly secured utilizing the latest digital security protocols only accessible to authorized personnel and the CCC. This is to ensure information remains confidential.**
- Records kept must be available for inspection by the Commission, upon request.

Records

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each employee (marijuana establishment agent).
 - Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- 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;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken
- Notice of completed responsible vendor and eight-hour related duty training.
- Medical Records (if applicable to job)
- Drug Tests (if applicable)
- I-9 Records
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Payroll Data - 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 the company.
- Resumes of potential candidates and any other data collected during the interview/hiring process

EMPLOYEE TERMINATION

Termination Overview

The process of offboarding an employee after a voluntary or involuntary termination. This process will be fully documented and archived to ensure a legal and compliant offboarding, and to ensure that there are no chances of future grievances by exiting employee against the company.

General Policies

- Who:
 - Manager of terminating employee to indicate to HR Manager that termination is occurring.

- HR Manager or HR Associate to inform employee of termination if involuntary.
- HR Manager or HR Associate to conduct exit interview and ensure the collection of any company property.
- Manager of termination employee to provide Termination Agreement terms, contract reviewed by the General Counsel and HR Manager to ensure contract meets legal and company policies.
- All steps of the process are to be documented and archived per the Personnel Records Procedure.
- Direct manager of terminating employee shall never have direct contact with employee if termination is involuntary
- Copies of receipt of final pay will be made to ensure compliance with Massachusetts Labor Law.
- **Any employee/agent that has been caught in the diversion of marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be dismissed immediately and terminated involuntarily for cause.** This employee/agent shall then be reported to local law authorities and the CCC immediately upon discovery of said violations, with all appropriate evidence handed over. An immediate internal investigation will also then take place to identify if any company policies or procedures need updating to prevent a repeat offense.

Procedure

Voluntary Termination

1. Upon resignation, employee must provide in writing their last working day within their resignation letter and deliver the letter to direct manager.
2. Direct manager informs HR Manager or HR Associate notification of the termination and the date effective.
3. On the termination date, employee returns all company assets including Marijuana Establishment Agent Registration Card to HR Manager or HR Associate.
4. HR Manager or HR Associate Member conducts exit interview and signs document indicating that all assets were returned.
5. If applicable HR Manager or HR Associate will give Termination Agreement to employee and provide signature deadline in accordance with Massachusetts labor law.
 - a. If signed, HR Manager or HR Associate will follow up periodically to ensure adherence to the terms of agreement.
 - b. General Counsel and HR Manager to review any Termination Agreement prior to it being given to exiting employee for signing.

6. Company will send employees final compensation which includes any unused PTO within the next pay cycle in accordance to Massachusetts labor law.
7. HR Manager or HR Associate will notify the CCC within one business day of employee termination.
8. Employee records will be kept for at least 12 months after termination per Personnel Records Procedure.

Involuntary Termination

1. Notification of termination (including the final date) is given to HR Manager by the direct manager of the terminating employee.
2. HR Manager or HR Associate notifies employee of termination in person in Human Resources Area
 - a. Onsite security personnel are notified that involuntary termination is about to take place and are available to call to escort employee off premises if necessary.
3. On day of termination employee returns all company assets including Marijuana Establishment Agent Registration Card to HR Manager or HR Associate.
4. HR Manager or HR Associate conducts exit interview and signs document indicating that all assets were returned
5. If applicable HR Manager or HR Associate will give Termination Agreement to employee and provide signature deadline in accordance with Massachusetts labor law.
 - a. If signed, HR Manager or HR Associate will follow up periodically to ensure adherence to the terms of agreement.
 - b. General Counsel and HR Manager to review any Termination Agreement prior to it being given to exiting employee for signing.
6. Company will distribute to employee final compensation which includes any unused PTO on last day of employment in accordance to Massachusetts labor law.
7. HR Manager or HR Associate will notify the CCC within one business day of employee termination
8. Employee records will be kept for at least 12 months after termination per Personnel Records Procedure

HIRING PROCEDURES

Hiring Overview

The hiring procedure is the method our company will search for and bring on new employees. This will be done as new employees are needed either from expansion needs or the need to

replace former employees lost to turnover. The interview and background check will be extensive to ensure the right person is hired.

General Policies

- Who:
 - Hiring Manager to indicate that there is an open position and provide guidelines for open position posting and qualifications needed.
 - HR Associate to post open role to appropriate hiring channels
 - HR Associate to provide submitted resumes to Hiring Manager
 - Hiring Manager is to conduct Resume reviews, and interview process.
 - HR Associate is to oversee background check process, Chief Security Officer and/or VP of Security to provide guidelines for background check (See Background Check Procedure).
 - HR Manager and General Counsel to review employee contracts for compliance reasons.
- The hiring of all positions will take into consideration JTJD, LLC Farm's host agreement with the local municipality to hire locally and advertise positions at local job fairs, career centers ect.
- The hiring of all positions will take into consideration JTJD, LLC Farm's Diversity Plan, to employ a diverse workforce.
- The hiring of all positions will take into consideration JTJD, LLC Farm's Disproportionate Impact Plan, to employ a wide range of employees from different economic circumstances.
- All hiring steps including applications, interviews, and background checks shall be recorded and saved per the Personnel Records Procedure.

Procedure

1. Hiring Manager indicates there is an open position
 - a. Hiring Manager provides qualifications, salary range, when position needs to be filled and job description
2. HR Associate posts open position on appropriate channels
 - a. Internal Postings that are made available to employees
 - b. Company website
 - c. Career Websites
 - i. Indeed.com
 - ii. Hemp Staff
 - d. Local job fairs and career centers which are to be done per the Social Equity, Diversity, and local hiring plans and initiatives.
3. Resume Analysis

- a. Hiring managers of position reviews resumes and selects candidates
4. Collection of personal data
 - a. Candidates fill out employment application containing all pertinent data either on company website application portal or via third party employment firms
5. Phone Call Screening
 - a. Hiring manager discusses resume and experiences and determines if they want to move forward with hiring process
6. In-house interview
 - a. Hiring manager with at least one other member of management for multiple perspectives
 - b. Candidate fills out Application for Registration of a Marijuana Establishment Agent
7. Reference check
 - a. Primary manager will call at least three references provided by candidate
8. Verbal Offer
 - a. Hiring manager calls candidate to discuss compensation and role/title
9. The final contract is written by Hiring Manager and then is reviewed by both general council and HR Management to ensure contract meets legal and company policies.
 - a. Includes employment contract, NDA, non-compete if applicable, shareholder agreements if applicable
 - b. Send written employment offer package to candidate
10. Document returned and signed contract from candidate.
11. Submit candidate information to background check company per Background Check Procedure.
 - a. Company will pay all associated fees and for background check and information requests
 - b. If candidate fails to pass background checks they are notified of the failure and the process is terminated
12. HR Associate will submit candidate application for Marijuana Establishment Agent to CCC
13. Upon company receiving Agent Registration card, candidate is called by the Hiring Manager and is informed of the start date.
14. Candidate then undergoes onboarding and training per Onboarding and General Training Procedure.

Marijuana Agent Card Application & Renewal

Marijuana Agent Card Overview

In order for anyone to work in the Massachusetts' cannabis industry, they need to be in a possession of a Marijuana Agent Card, as supplied by the Cannabis Control Commission. These cards also then must be annually renewed and returned when the Agent is no longer working at the company.

General Policies

- Who: Head of HR is responsible, along with the Compliance Manager, to ensure all employees have valid and up to date Agent Cards.
 - Head of HR will execute the renewal of the licenses annually.
- Company will maintain database of each employee's Agent Registration Card renewal dates which notifies HR when renewals are upcoming
- 30 days before the renewal date, JTJD, LLC LLC will submit renewal application and associated fees to the CCC
- Upon successful renewal, company will update employee records and swap out physical card until next renewal cycle.
- Employees will carry on their person their Marijuana Agent Card at all times when on the clock.
- All such individuals issued a card shall be:
 - (a) be 21 years of age or older
 - (b) not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority
 - (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Record Keeping Procedures

Record Keeping Overview

The need for the company to maintain proper records of its business operations is paramount. All areas of the business have a multitude of different operational metrics, record-keeping, and data-storage requirements. JTJD, LLC shall maintain their records in accordance with generally accepted accounting principles. This document will highlight key data we will keep records of for both internal business use and Commission compliance.

1) General Guidelines

- a) JTJD, LLC shall maintain their records in accordance with generally accepted accounting principles. (GAAP)
- b) All managers within the business, will be responsible for proper recordkeeping for the areas they manage.
 - i) Managers will work with the CEO and the CFO (of Ember Gardens) to identify and procure data storage, metric tracking, inventory, and financial tools.
- c) Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- d) All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- e) Data will be stored in the cloud to avoid the possibility of lost records.
- f) All physical records will be securely stored in a locked location with access only available to authorized personnel. All digital records will be highly secured utilizing the latest digital security protocols only accessible to authorized personnel and the CCC.
- g) Records kept must be available for inspection by the Commission, upon request.
- h) **When applicable, all records, ranging from inventory to financial records, shall be maintained according to GAAP (Generally Accepted Accounting Principles).** This matches the method highlighted within our Financial Procedures.
- i) If JTJD, LLC closes and ceases operations, all records will be kept for at least two years in a form and location acceptable to the Commission. Costs associated with storage to be paid by JTJD, LLC.

Operational Records

2) Delivery Operations Records

- a) All products will be recorded and kept track of using Seed to-sale tracking records for all marijuana and marijuana products. These records will be updated whenever products are moved and maintained using inventory audits and associated tracking software.
 - i) Records of sales of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by the Delivery Licensee, but may not be tracked in the Seed-to-sale SOR
- b) Will Log for all stops explaining the reason, duration and location of the stop along with the activities of personnel exiting the vehicle.
- c) In an emergency, agents will radio dispatch and notify them of the reason and location of the stop and maintain contact with dispatch.
- d) Will continue contact with dispatch every 30 minutes that the transport vehicle is out doing deliveries.
- e) The Marijuana Establishment Agents transporting Marijuana or Marijuana Products for home delivery will contact the dispatch when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes.
- f) Each vehicle contains its own log for in use delivery vehicles.
- g) Each individual log contains
 - i) The location of the originating Marijuana Establishment and date and time the vehicle leaves the location.
 - ii) The mileage of the transporting vehicle at departure from the Marijuana Establishment Mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment.
 - iii) The date and time of departure from the Marijuana Establishment and arrival at each consumer destination for each delivery.
- h) Log will ensure that all delivery routes remain within the Commonwealth of Massachusetts at all times.
- i) Will have a manifest produced by the originating Marijuana Establishment and provided to the Delivery-only Licensee
- j) Manifest will be completed in duplicate, with the original manifest remaining with the origin of products
- k) A copy is to be kept with the Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement during the delivery.
- l) Manifest will be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of the Delivery-only Licensee.
- m) Signed manifest serves as the written record of the completion of the delivery.

- n) Manifest includes:
 - i) The name and License number of the Delivery-only Licensee
 - ii) The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery.
 - iii) Consumer's name and address.
 - iv) A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product.
 - v) Signature lines for the agents who transported the Marijuana or Marijuana Products;
 - vi) A signature line for consumers who receives the Marijuana or Marijuana Products.
 - vii) Delivery-only Licensee vehicle make, model, and license plate number.
 - o) Manifest is to be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.
 - p) Manifest will be held by Marijuana Establishment for no less than one year and will be made available to commission on request.
- 3) **Who:** The Delivery agents will maintain logs and correspondence with dispatch at all times throughout deliveries. The dispatch will communicate the location of each delivery that is to be made. Both the delivery agents and dispatch will maintain records of deliveries.
- 4) **Where:** All records will be kept and stored at the delivery headquarters in Middleboro and kept for up to one year.
- 5) **Legal**
- a) Personnel Records and Procedures (discussed in detail in Personnel Procedure) including but not limited to:
 - i) All materials submitted to the commission pursuant to 935 CMR 500.030(2)
 - ii) Documentation of verification of references
 - iii) The job description or employment contract that includes duties, authority,
 - iv) responsibilities, qualifications, and supervision
 - v) Documentation of all required training, including training regarding privacy and
 - vi) 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
 - vii) Documentation of periodic performance evaluations
 - viii) A record of any disciplinary action taken
 - ix) Notice of completed responsible vendor and eight-hour related duty training.
 - x) Background Check Results for all employees and applicants.
 - xi) Staffing Plan
 - xii) Contracts
 - (1) Customers

- (2) Suppliers
- (3) Landowners/leases
- (4) Banks
- (5) Members
- (6) Municipalities & States
- xiii) Court Action / Cases / Lawsuits
- xiv) Licenses and Permits
- xv) LLC Member Votes

6) Marketing & Sales

- a) Purchase Orders
- b) Transportation Manifests
- c) Price Data
 - i) Sold
 - ii) Market
 - (1) By Region
 - (2) By Product
- d) Consumer Polls
 - i) By Product
 - ii) By Region/State
- e) Customer Reviews
 - i) Product
 - ii) Client Service & Sales/Inventory Team Member Customer Satisfaction
 - iii) Number of Customer Interactions

7) Security, Inventory and Other Operations

- a) Security Footage
- b) Security Equipment Instructions & Functionality Audits
- c) FOB Entrance Logs to Cannabis Areas of Facility
- d) All Written Operating Procedures, covering all areas of the company's operations, shall be recorded, stored and maintained by JTJD, LLC. This shall be done by the CCC regulations laid out in 935 CMR 500.105(1). 935 CMR 500.105(9). They shall also be made available to the CCC at any time for inspection.
- e) Inventory (see Inventory Policies for more detail)
 - i) The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- f) Waste Disposal Logs
 - i) **Waste Disposal Logs shall be stored and maintained for a period of 3 years and shall be made available to CCC and local law authorities for review upon request.**
 - ii) Facility Visitor Records

- iii) Employee Check In & Out Times
- iv) Member Data & Ledger
- v) Accounting Books
- vi) Bank Statements
- vii) Work Hours
- viii) Payroll
- ix) Accounts Payable
- x) Taxes Payable
- xi) Company Valuation
- xii) Asset Books
- xiii) Hours of Operation

8) **Financial Records**

- a) Records will be kept and stored securely, with a private cloud-based storage one possible option. The company financials will be private information excluding the Members, management, shareholders and any state, local or Federal authorities.

There will be a firm grip on every dollar going in and out of the organization, and the accounting books will reflect as such. Ember Gardens CFO (with CEO guidance) will handle the payment of all bills, salaries, taxes and any other costs with the cash on hand. All cash transactions will be meticulously kept track of and documented due to the impediment of not being able to reference electronic bank or credit card statements & transactions (at least until laws permit otherwise). All transactions will be recorded in real time, including but not limited to:

- i) All monetary transactions
- ii) All books of accounts, journals ledgers contracts, copies of checks, invoices and vouchers
- iii) Sales records, quantity, form and cost
- iv) Salary wages paid to employees
- v) Executive pay outs
- vi) Any benefit of item or value paid to any individual affiliated with the company

Financial, Accounting, and Audit Procedures

WHO: Chief Financial Officer (CFO) of Ember Gardens is ultimately responsible for the proper execution of all financial related matters. He or she will also create the policies, training plans, financial statement formats, and payment processing procedures. CEO and Board of Directors of Ember Gardens will also provide higher level policies mandates and guidelines.

The Head of Tax, Controller, and Treasury Manager of Ember Gardens will be managers reporting to the CFO, each heading their respective areas of Tax Compliance, Accounting, and Banking/Cash Flow.

Staff Accountants of Ember Gardens will be the employees with the responsibility of maintaining the accounting books and other transactional financial matters, overseen by the Controller.

The financial responsibility for JTJD, LLC LLC will be the Finance Department of Member/Partner Ember Gardens All the positions mentioned above shall be Ember Gardens employees and assumed as such throughout the rest of these procedures.

Financial Management Overview

There will be a firm grip on every dollar to going in and out of the organization, and the accounting books will reflect as such. The CFO (with CEO guidance) will handle the payment of all bills, salaries, taxes and any other costs with the cash on hand. All cash transactions will be meticulously kept track of and documented due to the impediment of not being able to reference electronic bank or credit card statements & transactions (at least until laws permit otherwise). All transactions will be recorded in real time, including but not limited to:

- Assets and liabilities
- All monetary transactions
- All books of accounts, journals ledgers contracts, copies of checks, invoices and vouchers
- Sales records, quantity, form and cost
- Salary wages paid to employees
- Stipend paid to board members
- Executive pay outs
- Any benefit of item or value paid to any individual affiliated with the company

Financial Records

Records will be kept and stored securely, with a private cloud-based storage one possible option. The company financials will be private information excluding the Board of Directors, Executive and Management Committees, shareholders and any state, local or Federal authorities.

Accounting Overview

As an LLC and a business that will have projected high revenues within the first three years, the only logical (and legally allowed) choice of accounting will be the Accrual Method.

The accrual basis of accounting is the concept of recording revenues when earned and expenses as incurred. Accrual basis accounting is the standard approach to recording transactions for all larger businesses, which due to our projected revenue streams, JTJD, LLC is to be within a year. This concept differs from the cash basis of accounting, under which revenues are recorded when cash is received, and expenses are recorded when cash is paid. For example, a company operating under the accrual basis of accounting will record a sale as soon as it issues an invoice to a customer, while a cash basis company would alternatively wait to be paid before it records the sale. Similarly, an accrual basis company will record an expense as incurred, while a cash basis company would otherwise wait to pay its supplier before recording the expense.

The accrual basis of accounting is advocated under both generally accepted accounting principles (GAAP) and international financial reporting standards (IFRS). Both of these accounting frameworks provide guidance regarding how to account for revenue and expense transactions in the absence of the cash receipts or payments that would trigger the recording of a transaction under the cash basis of accounting.

The accrual basis of accounting tends to provide more even recognition of revenues and expenses over time, and so is considered by investors to be the most valid accounting system for ascertaining the results of operations, financial position, and cash flows of a business. In particular, it supports the matching principle, under which revenues and all related expenses are to be recorded within the same reporting period; by doing so, it should be possible to see the full extent of the profits and losses associated with specific business transactions within a single reporting period.

The accrual basis requires the use of estimates in certain areas. For example, a company should record an expense for estimated bad debt that have not yet been incurred. By doing so, all expenses related to a revenue transaction are recorded at the same time as the revenue, which results in an income statement that fully reflects the results of operations. Similarly, the estimated amount of product returns, sales allowances, and obsolete inventory may be recorded. These estimates may not be entirely correct, and so can lead to materially inaccurate financial statements. Consequently, a considerable amount of care must be used when estimating accrued expenses.

Estimates of our both our expenses and revenues will initially be based off our financial projections that have been created for the business. They will then be in turn based on the actual results of the initial 6-8 months of operations, which should more or less reflect the realistic expectation of both manufacturing and harvest operations.

Hiring staff accountants and a CFO with experience with accounting with this method will be a requirement, except perhaps bookkeepers or other transactional personnel. A competent staff will be hired as soon as possible after the first harvest is sold, to certify our accounting books are meticulously maintained by trained professionals to prepare for financial audits, both internal and external.

Internal Financial Audits.

Our accounting and finance teams and personnel must go about all their work with the full expectation that they will be double checked at some point by auditors. The key to an efficient and successful financial audit is preparation. Being well prepared for an audit saves time and money, and ultimately helps your business achieve the desired outcome: an accurate financial statement.

Being Organized - Before the audit takes place, we will have a reconciled trial balance with all of the posted year-end adjustments recorded. Closing out the financial year that the auditor will be reviewing saves time, as it's difficult to audit efficiently when the numbers are still changing. This will be part of our procedures since we can anticipate an audit. We will coordinate staff to assist with the audit and ask how many auditors will be working in our office, as we'll potentially need to provide them with adequate space. Acting as a cohort will be an important component during this process.

Setting Up a Timeline - Good communication with the auditors is critical to avoiding surprises and creating a timeline for the audit up front is a crucial step in establishing that dialogue. Determining when the audit will begin and end, as well as any incremental deadlines, and receive it in writing will be part of our audit preparation. Obtaining a detailed list from the auditors of which documents and information they'll need to see will be essential for adequate preparation as well. We will also request any necessary confirmations promptly to save auditors time spent waiting for responses.

Requesting Back Documentation - Once the audit is finished, we will request supporting documentation of any adjustments the auditors made, as well as the account combinations and adjusted trial balance used in preparing the financial statements. This will ensure our books are up to date with any of the auditor's findings or adjustments.

Internal Audit Teams – As previously mentioned in the management sections of this plan, the CEO along with the Head of Compliance will conduct internal audits of the company to ensure compliance with all Federal, state and local regulations. This will also include internal financial audits as well, where the CFO will partner with the responsible parties. These internal audit checks will allow us to prepare for external audits and provide our accounting and finance teams to practice and prepare for the real thing. It will also of course help to uncover any errors that may be present so they may be corrected prior to any external audit occurring.

Use of Checklists – We will use extensive use of checklists when prepping for the financial audit. An example of such a checklist can be shown below:

FINANCIAL AUDIT PREPARATION CHECKLIST

REQUESTED BY		AUDITOR
REVIEWED	ATTACHED	INFORMATION
<input type="checkbox"/>	<input type="checkbox"/>	General ledger
<input type="checkbox"/>	<input type="checkbox"/>	Year-end trial balance and financial statements broken down by net asset class
<input type="checkbox"/>	<input type="checkbox"/>	Schedule of Federal Awards showing federal awarding agency, pass through agency, grant number, program name, CFDA number, award amount, current year expenses, and prior year expenses.
<input type="checkbox"/>	<input type="checkbox"/>	Grant agreements for those grants expired or expiring.
<input type="checkbox"/>	<input type="checkbox"/>	List of Board of Directors for the fiscal year.
<input type="checkbox"/>	<input type="checkbox"/>	List of members of the Audit Committee, if applicable, or oversight board for the audit.
<input type="checkbox"/>	<input type="checkbox"/>	Minutes of meetings of the Board of Directors and Committees, including summary of any board actions that affect the designated and undesignated fund balances.
<input type="checkbox"/>	<input type="checkbox"/>	Personnel manual.
<input type="checkbox"/>	<input type="checkbox"/>	Accounting Policies and Procedures manual.
<input type="checkbox"/>	<input type="checkbox"/>	Lease agreements.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end payroll tax reports, Forms W-2, W-3, and 1099's issued during the calendar year
<input type="checkbox"/>	<input type="checkbox"/>	Outside payroll service report for the fiscal or calendar year end
<input type="checkbox"/>	<input type="checkbox"/>	Fiscal year budget.
<input type="checkbox"/>	<input type="checkbox"/>	Detailed list of donations of goods and services, including the number of hours on donated services.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of legal fees paid, with the name and address of all attorneys used throughout the year.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of repairs and maintenance account
<input type="checkbox"/>	<input type="checkbox"/>	All paid bills, bank statements and grant reports for the year.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end bank reconciliation and bank statements
<input type="checkbox"/>	<input type="checkbox"/>	Bank reconciliation should have a complete list of outstanding checks with check number, date, and amount.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of deposits in transit should also be listed.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end investment summary showing year-to-date transactions and balance of investments held at year-end at fair market value (FMV) and original cost (FMV at date of donation).
<input type="checkbox"/>	<input type="checkbox"/>	Documentation of donations of marketable securities.
<input type="checkbox"/>	<input type="checkbox"/>	List of unconditional promises to give and underlying documentation.
<input type="checkbox"/>	<input type="checkbox"/>	List of grant funds received and receivable, including grant award numbers and funding sources. Extended physical inventory of items held for resale.
<input type="checkbox"/>	<input type="checkbox"/>	Fixed asset and depreciation schedule, including copies of any documentation relating to donated fixed assets.
<input type="checkbox"/>	<input type="checkbox"/>	Reconciliation to support any other asset accounts.
<input type="checkbox"/>	<input type="checkbox"/>	List of year-end accounts payable and accrued expenses such as payroll tax payable and accrued compensated absences.

Payment of Taxes

We will have two separate government entities where tax payments will be made. First, will be to the state of Massachusetts, for the taxes put in place for the cannabis industry as well as sales taxes. Second, will be to the town of Middleboro, which shall be entitled to local taxes stipulated in the host agreement. All tax payments will be made timely, and preferably electronically. These payments will in most cases be paid quarterly, with some coming at year end.

While we will at some point early on in our company's existence hire a Head of Tax who will manage and ensure that these taxes are done correctly, in the meantime we will use some outside firms to make sure these are being done correctly. Under or overpaying taxes can result in a whole set of problems, ranging from compliance violations to reducing capital available for expansion. It is quintessential, therefore, for us to always ensure our tax payments are made with the utmost accuracy every quarter.

Budget Process & Internal Financial Controls

The budget process, and the controls that will be put in place to ensure that all spending is approved and tracked by the appropriate parties and will be enshrined into the Corporate Governance document. The budgeting of funds is important for setting the necessary boundaries for each team or department, so managers can plan out the details in conjunction with what they can achieve regarding the financial resources available to them.

This process would occur prior to the beginning of the operating year, with the CFO and Executive Committee (CEO) playing the most central role, though other managers in their respective departments (mostly the Management Committee) will also have a role to play with regards to their specific areas. The tracking of budgets will consequently be both the dual responsibility of the managers in the areas that receive designated funds, and the CFO/Finance Department, in order to make sure they are being held accountable to the proper levels of expenditure. If mid-years adjustments, whether up or down, to the budgets need to be made, it will go through a formal process, based on the Corporate Governance structure, with appropriate approvals needed for the right levels of management based on the amount of the increase/decrease. Large single disbursements will also need approvals, the thresholds determined by the Corporate Governance document as well. The CFO and the Finance Department will be the central player in all budget creation and management throughout the company, as they will have the best comprehension of the financial situation of the company, and how budgets and expenditures of the precise areas affect the company's financial position overall.

The controls of financial budgets and expenditures will be clear to all of management, with detailed written records of not only the transactions, but the approvals needed for them to occur

as well being maintained. This level of detail will help the company in any potential external audit, which along with auditing the financial statements themselves, audit that company controls are being followed, and executed accordingly. Having external audit results manifest that our internal financial controls work and are being followed will then be a great asset to the company, as it will show the public (and potential buyers, investors, etc.) that our company is being commendably operated, and allow them to have confidence in the financial statements we are producing. Functioning in an industry that still expresses some ambivalence in the public discourse, the reputation of our financial reporting and operations is essential.

Qualifications & Intended Training Procedures

Employee Onboarding & General Training

1) Employee Onboarding Overview

- a) JTJD, LLC will implement a comprehensive employee training program, so that each employee understands their role in keeping the facility, themselves, and products safe and secure.

2) General Policies

3) Who:

- a) Hiring manager of new employees will be in charge of training
- b) HR Associate's managed by Head of HR, will ensure new employees receive, fills out and returns all employment forms
 - i) HR Department is in charge of ensuring the, "Responsible Vendor Training Program" is completed annually by all employees.
- c) Members of the Security Department will give orientation on company and facility security and emergency procedures, policies and evacuation plans.
- d) Employment forms will include:
 - i) I-9 information
 - ii) Permissible personal identification documents
 - iii) Tax forms (federal and state)
 - iv) Bank account information (direct deposit)
 - v) Emergency contacts
- e) JTJD, LLC will train all security and administrative personnel on identification techniques.
- f) During mandatory employee training, all employees will be given information on the security system, and why it is in place. Signage will also be placed through the establishment advising that the area is under video surveillance.
- g) When an employee is hired, they will be required to waive the right to privacy while working on the premises. During employee training all personnel will be informed of this policy and that it is in place to prevent illegal diversion of cannabis products.
- h) At a minimum, staff shall receive eight hours of on-going training annually. (this is the responsibility of direct managers).

- i) Any requirements dictated by the Commission regarding the “Responsible Vendor Training Program” along with any other specific training for Delivery Agents as mandated by the CCC will be managed by the HR Department of Ember Gardens, and ensured its execution by the Delivery Manager to maintain compliance for all employees and other associated parties that hold a Marijuana Agent Registration associated with the company.
 - i) All new JTJD, LLC employees shall complete the Responsible Vendor Program within 90 days of being hired
 - ii) Responsible Vendor Program documentation must be retained for four years and be readily available if requested.

4) **Procedure**

- a) Upon start employee will undergo the following general training exercises within their first week of employment
 - i) Onboarding and review of Employee Handbook and it’s policies
 - (1) Policies include but are not limited to:
 - (a) Personal conduct in the workplace
 - (b) Drug free work environment
 - (c) Sexual harassment training
 - (d) Discrimination training
 - (e) General safety training
 - (f) Security training
 - (g) Prevention of diversion policies
 - ii) Employee and hiring manager will sign documents indicating completion of training sessions
- b) Employees will submit all I-9, payroll and other information required by the company for compliance reasons within their first week of employment, collected by the HR Department and stored per the Personnel Recording-Keeping Procedure.
- c) Employees undergo job specific training as outlined in this document.

5) **Delivery Positional Training & Delivery Training Overview**

- a) In addition to the Basic Core Curriculum that all cannabis employees in the state of Massachusetts must attend, all Marijuana Establishment Agents acting as delivery employees of JTJD, LLC LLC have attended and successfully completed **Delivery Core Curriculum** prior to making a delivery, which shall, to the extent not covered in Basic Core Training, include, without limitation, training on:
 - i) Safely conducting deliveries;
 - ii) Safe cash handling practices;
 - iii) Strategies for de-escalating potentially dangerous situations;

- iv) Collecting and communicating information to assist in investigations;
- v) Procedures for checking identification;
- vi) Indications of impairment;
- vii) Notification to Consumers of use of mandatory recording devices;
- viii) Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

6) Delivery Agent Training

- a) Delivery Agents shall be the employees that drive vehicles and conduct the delivery transactions with customers. A majority of their time per day will be spent within the company's delivery vehicle with the remaining set of time spent at the delivery HQ loading and unloading product as well as performing general maintenance and sanitation duties both on the vehicles themselves and the facility. Our company will train all Agents on all of the responsibilities listed within, so that any agent can perform all responsibilities. (So any driver could be the individual conducting transactions or operating the vehicle)

b) Qualifications

- i) An individual who is highly organized and meticulous with an attention to detail. The ability to have high self-awareness as well as the ability to learn quickly and adapt to various situations. Prior transportation/ delivery experience is a plus, but not a requirement. A strong aptitude and personality for customer service.
- c) Control and maintenance of delivery vehicle
 - i) Proper starting, stopping and other general vehicle training to operate and drive the specific vehicle agent is to be assigned to.
 - ii) Basic training on maintenance of vehicle including proper sanitation and cleaning and understanding of all of the vehicles various gauges and monitoring display. (Vehicle fuel level, temperature, etc.)
- d) Training in all of the mandatory transportation and security procedures
 - i) Training on constant contact with Dispatch Agent per all CCC regulations and which occurrences while on road dictate a communication and update to Delivery Dispatch.
 - ii) Proper training of the importance of randomized routes and general awareness while conducting delivery operations.
 - iii) Proper training on securing all products prior to and during transport.
 - iv) Training on how to properly load and unload vehicles and to perform all necessary audits of inventory as well as the proper creation of CCC compliant manifests.
 - v) The proper training of how to handle various security incidents while on road including but not limited to:
 - (1) Vehicle theft

- (2) Carjacking
- (3) Vehicle accident
- (4) Being pulled over by law enforcement
- e) Training in delivery transactions
 - i) Proper training on how to properly verify legal identification documents.
 - ii) Training on how to use all ID authentication technology
 - iii) Training on how to properly prepare customer order while still in vehicle
 - iv) Training on how to operate and turn on body camera that is to be used during delivery transactions.
 - (1) Training on how to tell customers that all the transaction is being video recorded per CCC regulations.
- f) Training on how to properly handle various cash and other forms of payment during transaction
- g) Training on how to interact respectfully with great focus on customer service with customer, as well as general knowledge of products to be able to answer any questions at the time of delivery.
- h) Training on how to deal with security incidents during time of transaction including but not limited to:
 - i) On person theft of cash or product
 - ii) Failed ID check and attempts at fraud
 - iii) Obvious situations of diversion to minors
 - iv) Recognition of customer impairment that makes it impossible to conduct transactions.
 - v) Strategies for de-escalating dangerous situations
- i) Proper cash handling and storage

7) Delivery Dispatch Training

- a) Delivery Dispatchers are the individuals who coordinate, organize and direct all delivery operations throughout all of JTJD, LLC's serviced geographic regions. They will do so utilizing both in-house and 3rd party software systems as well as traditional (CCC approved) communication devices.
- b) Qualifications**
 - i) Highly organized individuals that can easily multi-task and that can quickly learn how to use various software systems. Previous experience in logistics coordination strongly preferred but not required.
- c) Training on all in-house and 3rd party technology and software including but not limited to:
 - i) Vehicle tracking
 - ii) Product menu

- iii) ID Pre-verification
 - iv) Vehicle routing
 - v) Order processing
 - vi) Security related technology including surveillance and alarm monitoring systems
 - vii) Inventory systems
- d) Training on all transportation and related security protocols mandated by the CCC, including incident response and communication procedures with the Delivery Agents in the field.

8) Delivery Manager Training

- a) The Delivery Managers will be the individuals who oversee all day to day operations ranging from the execution of safe cannabis deliveries to the back office functions of inventory, quality control, personnel, and security responsibilities. The Delivery Managers will also be in charge of all hiring, promotions, terminations for the employees that report to them. They will also be responsible for all reports to the LLC members and to Ember Gardens's management team regarding operational issues including high impact security incidents/violations. Delivery Manager will also be in charge of the well being and procurement of all delivery vehicles in the fleet.

b) Qualifications

- i) Highly motivated and quick learning individual with previous logistics experience. An individual who is capable of learning and adapting to a complicated regulatory environment and is capable of independently adjusting company operations to said regulatory changes. An individual with a strong sense of ownership and responsibility to both his and hers employees, employee's actions as well as customer satisfaction.
- c) Training for all compliance and regulatory requirements for the Delivery Only license.
- d) Training on how to properly manage employees within the ecosystem of a cannabis business operating in Massachusetts.
- e) Training in all Delivery standard operating procedures.
- f) Training on the requirements and maintenance of all delivery vehicles.
- g) Training on all necessary audits including but not limited to:
- i) Inventory
 - ii) Security Equipment
 - iii) Cash and Financial Statements
- h) Training on the proper creation of all the necessary reports to be sent to managing member of Ember Gardens including but not limited to:

- i) Financial info
 - ii) Banking info
 - iii) Delivery operations efficiency
 - iv) Human resource materials
 - v) Inventory
 - vi) Security incident reports
 - vii) Results of various audits
 - viii) Quarterly Member/Partner management presentation
- i) Training on how to address/ respond to various security incidents that occur on the road, during delivery transactions, and at the facility.

Energy Compliance

Energy Compliance Overview

JTJD, LLC is dedicated to having an energy efficient company and these procedures will reflect our mission of efficiency and energy compliance. This will extend to our delivery operations as well in manners outlined in this document.

1) Who:

- a) President/ CEO shall institute and enforce as well as improve upon the company's effort to be as green as possible within the overall context of our business plan and operations. He/She will routinely work with Delivery Manager to make sure policies are being properly implemented
- b) Delivery Agents and Delivery Dispatcher will abide by any policies or procedures outlined in this document to increase the energy efficiency of the Delivery business.

2) Energy Compliance Policies

- a) Energy compliance at JTJD's headquarters
 - i) Use of timer and or motion sensors to turn off any lights not needed for security purposes at the facility during non-operational hours.
 - ii) Certain areas like storage closets and bathrooms could have motion sensors for when they are in use.
- b) During build out and continued maintenance, LED bulbs will be used for all lighting as long as it does not negatively impact the security of the facility.
- c) Automated climate control systems in conjunction with proper insulation shall be monitored on a daily basis to ensure there is no excess heating or cooling thus wasting energy within the facility.
 - i) The Vault Area where cannabis products will be held will always be maintained at proper temperatures to sustain viability of the products.

3) Delivery Fleet

- a) Delivery Agents will prevent all idling of delivery trucks while not in use for delivery operations.
- b) While sourcing delivery trucks for the fleet, the company will make best effort to use fuel efficient and eco friendly vehicles.

JTJD LLC Diversity Plan

Plan Goals

1. Increasing the number of individuals falling into the below-listed demographics working in general staff, at the establishment while providing tools to ensure their success. Goal tracking metrics shall be made available for review. These are the goals broken down as follows:

- Staff by Demographics
 - 25% Woman
 - 25% Minorities
 - 5% Veterans
 - 5% Persons with disabilities; and
 - 5% LGBTQ+

2. Increasing the number of individuals falling into the above-listed demographics in lead, management and executive positions in the establishment and providing tools to ensure their success. Leads will be considered an employee that oversees a process and related team members. Managers will be considered an employee that has any direct reports within the Company staffing plan. 33% of the company leads, managers and executives shall qualify under one or more of the following demographics:

- Staff by Demographics
 - 25% Woman
 - 25% Minorities
 - 5% Veterans
 - 5% Persons with disabilities; and
 - 5% LGBTQ+

Plan Programs (Execution of Diversity Plan)

1. **Goal 1** - To achieve our hiring goal, across staff our company will focus on hiring minorities and women and the other groups mentioned above to diversify our workforce. We will routinely gather and monitor data to assess the success of these diversity initiatives and make improvements that detail our shortcomings to ensure we complete the goals laid out in our plan. To track the progress of this plan, **our HR Department on a quarterly basis shall write a report listing all the DEI engagement of JTJD, LLC detailing the number of candidates reached, how many of them went through the interview process and how many have been offered and started employment. This report shall then be reviewed by the CEO.**

If unsatisfactory progress is being made in achieving the goals outlined in the plan under this program (Program 1), the CEO will make adjustments to the program, including instituting more direct recruiting efforts, such as company run job fairs or the writing of

classifieds in the employment section of local newspapers. These more direct recruiting efforts will be executed on an annual basis (meaning one job fair per year, one listing of open positions per quarter in employment sections of local newspapers with language present that we are looking for someone that is a woman or a racial minority) If this more direct recruiting approach is deemed necessary a quarterly report shall still be conducted by the HR Department and given to the CEO for review.

All reports done by the HR Department shall be made available to the CCC for review upon the license renewal process.

Program Example: JTJD, LLC shall post an annual advertisement in the local newspaper, the Middleboro Gazette, stating that the establishment is specifically looking for women, minorities LGBTQ+, or persons with disabilities to work for the establishment.

- 2. Goal 2** - To achieve our management goal, we will provide those within the listed demographics interview opportunities for all lead, management, and executive positions that are created or become available in order to make sure we have a diversified workforce at all levels of the management hierarchy. Our recruiting efforts for these positions will also follow the same principles as the Program 1, making sure that our team in recruiting knows our intentions to create a diversified workforce and feed us candidates from the listed demographic categories above. **At minimum, two interviews for these managerial roles shall be conducted by JTJD, LLC annually to complete Goal 2. As in Program 1, on a quarterly basis, a report listing the progress of this program to meet the intended goal in this plan shall be made available to the CEO for review.**

All reports done by the HR Department shall be made available to the CCC for review upon the license renewal process

Plan Metric Tracking, Implementation Protocols and Measurements

The HR Department will collect this data during the hiring process and maintain the company's personnel records per the Personnel Records Procedure. HR, in conjunction with the company CEO, will ensure the following metrics are kept to ensure we are progressing to meet the goals outlined in this plan and to confirm the programs we have in place to achieve them are working as intended.

Metrics: To measure the success of our programs we intend to track the following metrics and will form a report of our progress **each year upon the renewal of licenses and every year after**

1. **Metric Tracked:** Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license.
2. **Metric Tracked:** Number of members of management that fall into the above-listed demographics since initial licensure.
3. **Metric Tracked:** Number of positions created since initial licensure and the ratios of the above demographics within those positions.
4. **Metric Tracked:** Number of postings in diverse publications or general publications with supporting documentation.
5. **Implementation Protocol:** Any actions taken, or programs instituted by JTJD, LLC or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
6. **Implementation Protocol:** While implementing this plan, JTJD, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
7. **Implementation Protocol:** All progress and successes of this plan shall be documented in a manner that is easily reviewable by the CCC during JTJD, LLC' license renewal process, which shall occur annually.