



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281870
Original Issued Date: 07/09/2020
Issued Date: 07/11/2024
Expiration Date: 07/11/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Blue Fox Brands, Inc.

Phone Number: 248-321-0203 Email Address: kostas@bluefoxbrands.com

Business Address 1: 1 Cabot Street

Business Address 2: #8

Business City: Holyoke

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 1 Cabot Street

Mailing Address 2: #8

Mailing City: Holyoke

Mailing State: MA

Mailing Zip Code: 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 91.5 Percentage Of Control: 91.5

Role: Other (specify)

Other Role: President

First Name: Konstantinos

Last Name: Marselis

Suffix:

Gender:

User Defined Gender:

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership: 100

Entity Legal Name: Blue Fox Brands, Inc.

Entity DBA:

DBA City:

Entity Description:

Foreign Subsidiary Narrative:

Entity Phone: 517-657-7187

Entity Email: michigan@bluefoxbrands.com

Entity Website:

Entity Address 1: 1420 S. Washington

Entity Address 2:

Entity City: Lansing

Entity State: MI

Entity Zip Code: 48910

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

Relationship Description:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Cabot Street

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 23000

How many abutters does this property have?: 26

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Host Agreement 90 Sargeant.pdf	pdf	65eb18cb09bc0b000879d5f5	03/08/2024
Executed HCA	Hca agreement .pdf	pdf	665f1323368f1200084e8994	06/04/2024

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

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive impact 5.7.20.pdf	pdf	5eb458035fa02a2d3651c74f	05/07/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) Other Role: President

First Name: Konstantinos Last Name: Marselis Suffix:

RMD Association:

Background Question:

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: License Holder

Entity Legal Name: Blue Fox Brands, Inc. Entity DBA:

Entity Description:

Phone: 517-657-7187 Email: michigan@bluefoxbrands.com

Primary Business Address 1: 1420 S. Washington Primary Business Address 2:

Primary Business City: Lansing Primary Business State: MI Principal Business Zip Code: 48910

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Buudda Brothers operating agreement 4.10.20.pdf	pdf	5e912532482e703583b7cd71	04/10/2020
Department of Revenue - Certificate of Good standing	Commonwealth of Massachuettts Department of Revenue 90 Sargeant .pdf	pdf	5e9892092eba6d38ef167a5a	04/16/2020
Secretary of Commonwealth - Certificate of Good Standing	Department of unemployment attestation.pdf	pdf	5e99ddec2eba6d38ef167d31	04/17/2020
Secretary of Commonwealth - Certificate of Good Standing	Commonwealthth of Massachusetts Se.pdf	pdf	5e9de050b7c619391b8bc4ed	04/20/2020
Articles of Organization	90 Sargeant Street Articles Of Organization.pdf	pdf	5eb38110ddb8c72d53609cec	05/06/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of	Unemployment_mfg.pdf	pdf	6317c2cbd239e20007eb7ab4	09/06/2022

Unemployment Assistance - Certificate of Good standing				
Department of Revenue - Certificate of Good standing	ViewFile.pdf	pdf	661fd4fbf707fa0008e7dfa4	04/17/2024
Secretary of Commonwealth - Certificate of Good Standing	HPSCAN_20240430153051511_2024-04-30_153138971.pdf	pdf	66310faff707fa0008f5a23b	04/30/2024

Massachusetts Business Identification Number: 001391347

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Qoute Liability Insurance.pdf	pdf	5ea83d53cb1edf34af2dbe76	04/28/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5ea852405fa02a2d3651b1aa	04/28/2020
Business Plan	Business Plan - 90 Sargeant Manufacturing.pdf	pdf	5eb380f4504715348b1e1034	05/06/2020
Proposed Timeline	Proposed Timeline 90 Sargeant 3.3.20 copy copy.pdf	pdf	65d7710d23318700080070fd	02/22/2024
Proposed Timeline	Buudda Brothers communication with Holyoke .pdf	pdf	65d8d8771183150008766418	02/23/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Quality control and testing	Quality Control and Testing of Marijuana and Marijuana products Manu 90 Sarg.pdf	pdf	5e916e76554b033566cd22c5	04/11/2020
Record Keeping procedures	Record keeping 90 Sarg manu.pdf	pdf	5e916e84482e703583b7cd97	04/11/2020
Inventory procedures	Inventory Procedures 90 Sargeant Manufacturing.pdf	pdf	5e916ebbb7c619391b8bb02f	04/11/2020
Maintaining of financial records	Maintaining of financial Records 90 sargeant st manufacturing.pdf	pdf	5e916ee29a385038d9d8c080	04/11/2020
Qualifications and training	Manufacturing Qualifications & training manufal 90 sargeant st manufacturing.pdf	pdf	5e916f48b014bf38e46cf678	04/11/2020
Method used to produce products	Methods used to produce products 90 sargeant st manufacturing.pdf	pdf	5e916f7a2eba6d38ef166c6a	04/11/2020

Personnel policies including background checks	Personnel Policies Including background checks manu 90 Sarg.pdf	pdf	5e916fc3482e703583b7cd9b	04/11/2020
Prevention of diversion	Prevention of diversion manu 90 sarg.pdf	pdf	5e916fe0f0445c357cb08cf4	04/11/2020
Restricting Access to age 21 and older	Restricting access to ages 21 Manu 90 Sarg.pdf	pdf	5e91702c9a385038d9d8c084	04/11/2020
Storage of marijuana	Storage of Marijuana manufacturing 90 sargeant.pdf	pdf	5e917054bddf0438d21dde61	04/11/2020
Transportation of marijuana	Transportation of marijuana 90 sarg manufacturing.pdf	pdf	5e917079b014bf38e46cf67c	04/11/2020
Types of products Manufactured.	Types of products manufactured 90 sarg manu.pdf	pdf	5e9170a3554b033566cd22ca	04/11/2020
Sample of unique identifying marks used for branding	Sample of unique identifying marks used for branding.pdf	pdf	5e9170e52b97cf38fa37728d	04/11/2020
Security plan	90 Sargeant Manufacturing Security Plan.pdf	pdf	5e993c2c9a385038d9d8cfd4	04/17/2020
Method used to produce products	Plan for obtaining marijuana or marijuana products.pdf	pdf	5ea8b3dc5c6c422d41af96cb	04/28/2020
Sample of unique identifying marks used for branding	BB logo variation.jpeg	jpeg	5ea8b5e05c6c422d41af96d6	04/28/2020
Types of products Manufactured.	Safety Procedures 4.28.pdf	pdf	5eaa31c9cb1edf34af2dc32e	04/29/2020
Method used to produce products	4.29.20 Methods used to produce products.pdf	pdf	5eaa31f90f96d32d2066df49	04/29/2020
Diversity plan	Diversity Plan 90 Sargeant 3.pdf	pdf	5eb4635f7dc0413492815bb5	05/07/2020
Energy Compliance Plan	90 sargeant Energy Conservation 02 2024.pdf	pdf	65d771a0118315000874bc31	02/22/2024

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024
Progress or Success Goal 1

Description of Progress or Success: Buudda Brothers 90 Sargeant Street LLC continues to make efforts to complete construction and receive a final license. At this time, the company is not operational, does not have any employees, and does not have any revenue. As a result of this status, the company has not made substantive progress towards the goals in the proposed positive impact plan. The company expects that once the company is operational, it will be possible to make such progress and achieve all of the proposed goals.

COMPLIANCE WITH DIVERSITY PLAN
Diversity Progress or Success 1

Description of Progress or Success: Buudda Brothers' diversity plan is premised on hiring goals. At this time, the company is not operational and is unable to hire anyone. Once hiring begins, the company is committed to complying with the goals as proposed in the diversity plan.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS
Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Product Manufacturer Specific Requirements.pdf	pdf	6099bbb38f80610756a13437	05/10/2021

Name of Item: N/A Item Type: Flower

Item Description: N/A

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

Host Community Agreement Certification Form

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


Applicant

I, John Toro, (insert name) certify as an authorized representative of Burda Brothers (insert name of applicant) that the applicant has executed a host community agreement with City of Holyoke (insert name of host community) pursuant to G.L.c. 94G § 3(d) on August 15th, 2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Alex Morse, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (insert name of host community) to certify that the applicant and Holyoke (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 8/19/2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

"RARE"



Kyle Sosebee <sosebee@sosebeelaw.com>

Buudda Brothers (90 Sargeant St) request for records

1 message

Kyle Sosebee <sosebee@sosebeelaw.com>

Sat, Sep 3, 2022 at 8:24 AM

To: mcgeeb@holyoke.org

Cc: Marvin Cable <marvin@marvincable.com>

Good morning Ms. McGee,

I am assisting Buudda Brothers with the renewal of their CCC licenses at 90 Sargeant St. They have a provisional cultivation license (MC282254) and provisional product manufacturing license (MP281870). Neither license has commenced operations.

We are requesting records of any cost to Holyoke reasonably related to the operation of the establishment including the municipality's anticipated and actual expenses resulting from the operation of the establishment in the community. any records received shall be considered a public record as defined by MGL c.4,§7, cl.26.

Please let me know if I can provide additional information and thank you for your assistance.

Kyle

Kyle Sosebee, Esq.

Law Office of Kyle Sosebee LLC

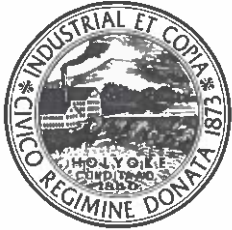
Hatfield, MA

Cell/Text: 413-341-0908

sosebee@sosebeelaw.com

New York Office: 147 Prince St, Ste 24, Brooklyn NY 11201

Confidentiality Notice: This e-mail communication, and any attachments, contains confidential and privileged information for the exclusive use of the recipient(s) named above. If you are not an intended recipient, or the employee or agent responsible to deliver it to an intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify me immediately by replying to this message and delete this communication from your computer. Thank you.



Mayor Joshua A. Garcia

Office of Planning & Economic Development

City of Holyoke

Aaron M. Vega, Director

September 6, 2022

via email only

Buudda Brothers, LLC
c/o Atty. Kyle Sosebee
90 Sargeant Street
Holyoke MA 01040

Subject: Request for records of costs related to Buudda Brothers LLC's Cultivation and Manufacturing operations in Holyoke, MA

Dear Atty. Hayes:

We thank Buudda Brothers' investments and efforts to establish in the City of Holyoke.

Please accept this letter as documentation that Buudda Brothers LLC requested the records of any incurred or anticipated costs on the city that are reasonably related to its operation of a marijuana establishment in Holyoke, Massachusetts.

The City is currently in the process of determining actual and anticipated expenses imposed from the operation of marijuana facilities. While this process is underway, we are providing the enclosed summary for marijuana entities.

Please contact me if there are any questions.

Sincerely,



Aaron M. Vega

Enclosure

cc: City Clerk
Holyoke Law Department



Mayor Joshua A. Garcia

Office of Planning & Economic Development

City of Holyoke

Aaron Vega, Director

September 2022

For Holyoke, the Cannabis industry is an opportunity to build on the growing revitalization efforts for the city. Both public and private developments are beginning to have an impact on the challenges the city has faced for decades, including high unemployment, low education attainment, lack of investments in key neighborhoods as well as the impacts of the failed war on drugs.

In a published study, the Cannabis Control Commission concluded that Holyoke is the single most disproportionately impacted (DI) city in the commonwealth as a result of the failed war on drugs. "It should be noted that disproportionate impacts of drug enforcement occur alongside and interact with other economic and social problems (e.g., slow job growth and poor-quality schools). With that, thoughtful and strategic utilization of the DI score for policymaking can help improve social equity within the cannabis industry, and hopefully, in communities that have long faced social and economic challenges in the Commonwealth." It is clear that the city needs opportunity, job creation, and economic development.

Between Holyoke's manufacturing history, our locally controlled low electric rates, our geographic location, a workforce in need of opportunity and other factors, Holyoke is an ideal location to establish the cannabis industry. Additionally, the political climate and overall citizenry support helped forge a path to welcoming this industry to the city.

The Cannabis industry is providing many positive impacts in the city and greater Holyoke area, such as jobs, rehabilitation of old mills, and tax dollars. These benefits do not come without some struggle; 100's of staff hours, strain on an aging infrastructure, increased social inequities and a ripple effect on other businesses and housing projects. Navigating both the local and State regulations has become an overriding demand for many city departments, putting additional stress on a lean municipal team as well as our volunteer boards. Planning, inspections, and security of these new businesses has an impact on the city's ability to address other issues and projects within the city.

The Cannabis industry provides a number of employment opportunities but there is a lack of trained workforce in the area. In an effort to address the high unemployment numbers in Holyoke and begin to address the social inequities of this industry, efforts to work with Holyoke Community College and other job training programs are underway to build a ready workforce.


The built environment has major influences on social determinants of health as Holyoke continues to have high rates of asthma and other health effects impacted by its industrial history. We hope leveraging the investments from the Impact Fee into neighborhoods will help the city address quality of life issues. As the Cannabis Industry establishes itself into the fabric of the city, our sidewalks, lighting, and other infrastructure needs are desperate for repair to accommodate new activity in often underutilized areas. Traffic, pedestrian safety, and parking, begin to start the list of city investment needs to support these new businesses.

Impact on the real estate market has been unprecedented. The city is currently experiencing a "Cannabis Boom" with the purchase of many properties in the Industrial zone of the city. Buildings that have sat vacant for years were sold or are now under sale agreements and being rehabilitated. In many cases, sale prices for property far exceed market value creating a sellers' market and make it difficult, if not impossible, for other smaller, non-cannabis businesses to establish themselves in the city. While many of the buildings purchased are seeing rehabilitation efforts, many buildings, though under agreement, continue to sit idle unavailable to other investors or developments.

The city is also experiencing growing pains in updating its ordinances and industry policies. Concerns of residents and businesses, especially related to health and quality of life issues, are being heard more often during public deliberations. For the Impact Fees, the city established a stabilization fund in Fiscal Year 2022 and recently began deliberating expenditures from this fund to directly address these matters.

We welcome all the cannabis businesses to Holyoke, but the industry has exposed, and in some cases, exacerbated the issues of our infrastructure, our available workforce, the capacity for the city to gain the expertise, and to devote staff time to these projects. It is our plan to utilize funds received through the Impact Fee to address these issues, and to create a stronger and even more welcoming community for the Cannabis Industry.

Submitted by,

A handwritten signature in blue ink, appearing to read 'Aaron M. Vega', is written over the printed name.

Aaron M. Vega
Director for the Office of Planning & Economic Development

cc: Brenna Murphy McGee, City Clerk

Positive Impact Plan

We, Buudda Brothers, LLC (“BB”), intend to open our marijuana establishment in Holyoke, Massachusetts, a community designated as an area of disproportionate impact.

Since beginning the process of establishing a marijuana cultivation establishment, we have become volunteers for many different community organizations and participated in a variety of community events focused on supporting the families that live in and around Holyoke. We feel that we have found the issues that we can have the most positive impact upon, along with a great network and community to work with. The following summarizes our positive impact plans.

Goals.

- To create an opportunity via an internship program consisting of two (2) semesters for one (1) Holyoke resident 21 years and older who are interested in entering the legal marijuana industry;
- To create an opportunity via a scholarship to one (1) Holyoke resident 21 years and older who are interested in applying to a Cannabis Education Center (“CEC”)
- To support efforts of sustainable community organizations that have been positively impacting Holyoke for decades by increasing the percentage of community engagement by 10% and helping increase the number of community events hosted annually by a minimum of one (1);
- Direct-giving of up to 0.5% of BB's net profits and charitable efforts of which positively impact current residents of Holyoke.

Programs.

- BB will provide at least one internship per semester to a Cannabis Education Center (“CEC”) student who lives in Holyoke and is 21 years of age or older.
 - BB will partner up with the Cannabis Education Center (“CEC”), a program created by the Holyoke Community College and the Cannabis Community Care and Research Network. This is a workforce development program that provides our employees and/or potential employees a quality education, training, and other business resources. The purpose of partnering with CEC is to create an innovative learning space for those interested in joining the cannabis workforce as an employee or entrepreneur. The program will

include classroom instructions and internship opportunities and provide priority access, training, and technical assistance to those who have been negatively impacted by the war on drugs. BB will support this effort in order to increase the pool of potential employees coming to our facility with real knowledge of the marijuana industry and practical experience.

- By the end of BB's first year, BB will provide one scholarship (a donation up to \$4,000) for a CEC student who lives in Holyoke and is 21 years of age or older.
- BB will positively impact Holyoke through targeted donations and supporting the efforts of local organizations such as, but not limited to, OneHolyoke CDC ("OHCDC"), a non-profit organization whose focus is dedicated to improving housing for low-and moderate-income Holyoke residents.
- BB is committed to volunteering, at a minimum of four OHCDC events annually, and will team up with OHCDC to positively affect and participate in events to help increase community engagement in disproportionate areas. In recent years, OHCDC has expanded its community service outreach efforts and is now known for hosting various community events, e.g., Library mini- golf event, that engages the community.

Measurements.

- BB will document how many students applied to intern at BB cultivation facility to gain an understanding of the number of interested parties, fields students are interested in (ex: cultivating, accounting, administrative), and to measure what areas within Holyoke are students applying from;
- After the completion of the students' internship, BB will create a program outcome document. The program outcome document will rate BB experience with each intern from 1-3 (low-moderate-high) in areas such as knowledge, professional skills, various personality attributes, ethics, teamwork, innovative approach, and presentation skills;
- BB will request past interns and recipients of scholarships to submit to a voluntary survey every year, for at least five years, to track success of interns and scholarship recipients. Survey will inquire about current employment, financial, and overall well-being successes;
- BB will document implementation of the BB scholarship and information about the students who receives the financial support;

- BB will keep track of all the OHCDC events BB staff-members and ownership participated in, including a program outcome document describing how their involvement has helped positively impact the community, and disclosing the percentage of increase in community engagement from previous years;
- BB will responsibly maintain all records of donations and sponsorships; and,
- BB will review staff and owner participation on a quarterly basis to ensure that the goals listed above are met each year.

Final Comments.

BB is interested in partnering with both the CEC and OHCDC for their efforts to positively impact areas of disproportionate impact. BB plans to continue their efforts and assess how BB's support can be most useful to both the CEC and OHCDC. BB will work with the CEC to promote the work being done to individuals who need this type of training opportunity to open doors to the legal cannabis industry.

BB acknowledges and is aware that progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

BB acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Importantly, as some of this positive impact plan might have youth involvement, BB acknowledges, is aware of, and will adhere to 935 CMR 500.105(4)(a)(2) which states that "[s]ponsorship of a charitable, sporting or similar event is prohibited, unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data." Accordingly, upon implementation of this positive impact plan, BB will tailor all BB's advertising, branding, marketing, and sponsorship practices to be compliant with 935 CMR 500.105(4).

Lastly, BB acknowledges and is aware that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



December 26, 2019

Re: Donation Acceptance Letter from Buudda Brothers

Buudda Brothers
604-606 Main Street, Holyoke, MA 01040
Retail, Prod Manufacturing, and Cultivation

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and **\$4,000.00** annual donation from **Buudda Brothers** to open for adult use Retail, Prod Manufacturing, and Cultivation cannabis operations at 604-606 Main Street, Holyoke, MA 01040.

Payments for the Positive Impact Plan will be made to the Cannabis Center of Excellence, INC and will be affected annually upon the anniversary date of obtaining a provisional license for operation.

Cannabis Center of Excellence, INC is a 501c3 that was established Cannabis Community Care and Research Network (C3RN), a registered public benefit corporation (B Corp) based out of Worcester, MA. C3RN hosts a network of dedicated academics, industry, healthcare providers, consumers and patients that aim to end the stigma around medical and adult use cannabis through research and education. C3RN and Holyoke Community College host a Cannabis Education Center workforce and business opportunities for those who have been disadvantaged by the drug war, are unemployed or under employed. Learn more here: www.cannacenterofexcellence.org and www.cannabiseducationcenter.org. C3RN has established a non-profit 501c3 organization Cannabis Center of Excellence, INC. which will manage a scholarship program for the HCC Cannabis Education Center.

C3RN Positive Impact Plan Activities

Buudda Brothers annual donation will be used to support scholarships for students to a certificate workforce training and internship program offered through the Cannabis Education Center at Holyoke Community College and Cannabis Center of Excellence, Inc. Scholarships will be given to students who are unemployed or under-employed, have been disproportionately impacted by the drug war, and/or other criteria identified by the CCC as eligible for social equity program. Certificates of completion can be provided to **Buudda Brothers**, the CCC, and learners.

Buudda Brothers agrees to partner in the following ways:

1. Promotion of the training program for the purpose of recruiting participants;
2. Sharing of expertise of company staff as well as offering the opportunity for site visits when permitted by the MA Cannabis Control Commission;



3. Participating in mock interviews and other job readiness components of the training;
4. Participation in internship and job placement activities, including but not limited to job fairs;
5. Provide feedback to HCC and C3RN on a regular basis including but not limited to information regarding best practices.

Internship placement at **Buudda Brothers** facility in Holyoke, MA

- **Buudda Brothers** will provide an internship to one HCC student per semester and comply with the responsibilities in the internship host agreement.
 - **Buudda Brothers** sponsored scholarship for an individual from South Holyoke
- By the end of our first year of operation, **Buudda Brothers** will begin a scholarship fund dedicated to paying the registration fees for one student from the South Holyoke community.
- Sponsored student will be given priority placement at **Buudda Brothers** for their intern

It is \$4,000 to sponsor one student for workforce training and a scholarship.

Buudda Brothers commits to participating to the best of its ability in the engagement outlined above.

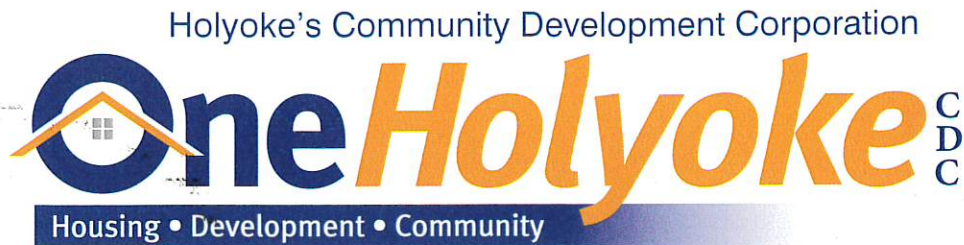
Payment will be made to the 501c3 non-profit Cannabis Center of Excellence INC. This letter and subsequent agreements (MOA) are subject to the laws of the Commonwealth of Massachusetts and the rules and regulations of the MA CCC.

Sincerely,

Marion McNabb, MPH, DrPH
CEO, Cannabis Community Care and Research Network (C3RN)

President, Cannabis Center of Excellence, INC

marion@c3researchnetwork.com



January 6, 2020

Justin Pagan, CEO
John Toro, COO
Buudda Brothers, LLC
604 Main St, Holyoke, MA

RE: Buudda Brothers, LLC
604 Main St, Holyoke, MA
Positive Impact and Diversity Plan

Dear Mr. Pagan & Mr. Toro,

We are a community development corporation based in the Flats neighborhood of Holyoke established pursuant to MGL Ch. 180 in 1971. We are certified as a community development corporation pursuant to MGL Ch. 40H by the Massachusetts Department of Housing and Community Development. By this letter please accept my confirmation that we are in active partnership with Buudda Brothers, LLC and have taken active and substantive steps toward developing a community partnership plan that will benefit the residents of the Holyoke neighborhoods we serve.

Please forward this wherever confirmation of our work together may be of assistance to you. Any recipient of this letter is welcome to contact me if any additional information is required.

Very truly yours,



Michael J. Moriarty
Executive Director

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Buudda Brothers 90 Sargeant Street Facility, LLC

A Multi-Member, Manager Managed Limited Liability Company

This Agreement is entered into on November, 12, 2019, by and between Buudda Brothers 90 Sargeant Street Facility, LLC, (the “Company”) and Justin Pagan, of 170 Prospect St, Chicopee, MA 01013, Joshua Pagan, of 170 Prospect St, Chicopee, MA 01013, John Toro, 170 Prospect St, Chicopee, MA 01013, hereinafter known as the “Member(s)”

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

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

1.1 Formation

The Company was formed in May on Friday, 2019 pursuant to the statutes governing limited liability companies within the State of Massachusetts (the “Statutes”).

2.1 Name and Principal Place of Business

The name of the Company shall be Buudda Brothers 90 Sargeant Street Facility, LLC with a principal place of business at 90 Sargeant St, Holyoke, MA 01040 or as otherwise selected by the Members.

3.1 Purpose

The Company may conduct any and all lawful business, activity or functions appropriate in carrying out the Company’s objectives as determined by the Members.

4.1 Registered Office and Resident Agent.

The location and name of the registered agent will be as stated in the Company’s formation documents or any amendment thereof.

5.1 Term

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

6.1 Member Capital Contributions

Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

Justin Pagan	TBD
Joshua Pagan	TBD
John Toro	TBD

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

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

7.1 Distributions

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

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

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

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

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
Justin Pagan	33.333%
Joshua Pagan	33.333%
John Toro	33.333%

The term "Controlling Interest" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contact or otherwise. The term "Controls", "Controlled by" and "under common control

with” have correlative meanings, irrespective of capitalization. Controlling interest members are found below:

<u>Member</u>	<u>Controlling Interest</u>
Justin Pagan	30%
Joshua Pagan	30%
John Toro	30%
Jason Pagan	10%

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

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

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

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

It is the intention of the Members that the allocations under this Agreement shall be deemed to have “substantial economic effect” within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time

require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

8.1 Books, Records and Tax Returns

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

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

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

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

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

9.1 Bank Accounts

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

10.1 Management of the Company

The business and affairs of the Company shall be conducted and managed by a manager or managers in accordance with this Agreement and the laws of the State of Massachusetts.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by a vote of the Members unanimously.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior authorization of the Member(s) unanimously in favor to sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the

Company; lend any Company funds or other assets to any person; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a Judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

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

11.1 Meetings of Members

The annual meeting of the Members shall be held on 31, of December at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

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

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

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

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

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

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

with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

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

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

12.1 Assignment of Interests

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

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

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

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

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

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

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

12.2 Officers

The Managers may designate one or more individuals as officers of the Company, who shall have such title(s) and shall exercise and perform such powers and duties as the Manager may from time to time assign. Any officer may be removed by the Managers at any time and for any or no reason whatsoever. The salary and other compensation, if any, of the officers shall be fixed by the Managers. The Buudda Brothers president shall be the CEO of the Company at the time of incorporation. The CEO and/or COO shall operate the Company on a day-to-day basis and will have the authority to make financial and operational decisions. The CEO may be removed and a new CEO named by a vote of eighty percent (80%) of the Members.

13.1 Right of First Refusal

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

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

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

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

assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

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

14.1 Admission of New Members

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

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

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

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

15.1 Withdrawal Events

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

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

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

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

16.1 Dissolution and Liquidation

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

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

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

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members’ Percentage Interests.

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

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

17.1 Representations of Members

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

18.1 Certificates Evidencing Membership

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

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Buudda Brothers 90 Sargeant Street Facility, LLC, dated effective as of November 12, 2019, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

19.1 Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

20.1 Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and

attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

21.1 Amendments

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

22.1 Miscellaneous

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement November 12, 2019 .

Buudda Brothers, LLC



Justin Pagan - Member



Joshua Pagan - Member



John Toro- Member



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

mass.gov/dor

Letter ID: L1045905984
Notice Date: April 15, 2020
Case ID: 0-000-878-900



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BUUDDA BROTHERS 90 SARGEANT STREE
90 SARGEANT ST
HOLYOKE MA 01040-5602

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BUUDDA BROTHERS 90 SARGEANT STREET LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

April 17, 2020

I hereby attest that I have registered for the Department of Unemployment but I am unable to provide a certificate of good standing with the department of Unemployment Assistance until hiring employees. Please see the below attachment of my registration with Department of Unemployment.

of Online

4/17/20, 12:31 PM

Friday, April 17, 2020
Print Preview

Commonwealth of Massachusetts

Change Password Logoff

Employer Home

Employer Information
Employer Account Number: 22163122
Employer Name: Budda Brothers 90
Sargeant Street

Click Here to view information about WorkShare Program.
Click Here to view information about Deferral of Unemployment Insurance(UI) contributions.

Delinquent balances are now being referred to State and Federal intercept. If you have a past due balance, please pay it today.

Employer Home
Employer Home

FAQ
Employer Inbox
Determination and Issue Summary
Benefit Charge Activities
Account Maintenance
Correspondence
Employment and Wage Detail
Reporting
Payment Information
User Maintenance
EMAC Supplement Details

FAQ
Review frequently asked questions (FAQs) for the UI program or UI system.
View and maintain your inbox.
Employer Inbox

Determination and Issue Summary
View determinations associated with your account
Maintain account information including changing legal name, mailing address, owners/officers, reporting units, or reporting status.
View the most recent Tax Rate Notice, authorize TPAs or provide information regarding the purchase or sale of a business.
Account Maintenance
Maintain account information including changing legal name, mailing address, owners/officers, reporting units, or reporting status.
View the most recent Tax Rate Notice, authorize TPAs or provide information regarding the purchase or sale of a business.
Benefit Charge Activities
View Benefit Charges by calendar year and quarterly summaries, and claimant detail summaries, and Search for Correspondence



Sincerely,
Justin Pagan



William Francis Galvin
Secretary of the
Commonwealth

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

April 15, 2020

TO WHOM IT MAY CONCERN:

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

BUUDDA BROTHERS 90 SARGEANT STREET LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 2, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **JOHN TORO, JUSTIN PAGAN, JOSHUA PAGAN, JASON PAGAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN TORO, JUSTIN PAGAN, JOSHUA PAGAN, JASON PAGAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN TORO, JUSTIN PAGAN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001391347

1. The exact name of the limited liability company is: BUUDDA BROTHERS 90 SARGEANT STREET LLC

2a. Location of its principal office:

No. and Street: 90 SARGEANT ST
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

No. and Street: 90 SARGEANT ST
 City or Town: HOLYOKE State: MA Zip: 01040 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:
PROTECTING OUR REAL ESTATE PROPOERTY

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JUSTIN PAGAN
 No. and Street: 170 PROSPECT STREET
 City or Town: CHICOPEE State: MA Zip: 01013 Country: USA

I, JUSTIN PAGAN 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	JOHN TORO	90 SARGEANT ST HOLYOKE, MA 01040 USA
MANAGER	JUSTIN PAGAN	90 SARGEANT ST HOLYOKE, MA 01040 USA
MANAGER	JOSHUA PAGAN	90 SARGEANT ST HOLYOKE, MA 01040 USA
MANAGER	JASON PAGAN	90 SARGEANT ST HOLYOKE, MA 01040 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	JOHN TORO	90 SARGEANT ST HOLYOKE, MA 01040 USA
REAL PROPERTY	JUSTIN PAGAN	90 SARGEANT ST HOLYOKE, MA 01040 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of July, 2019,
JUSTIN PAGAN
(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:

July 02, 2019 11:58 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



20 Church Street, Suite 1500
Hartford, CT 06103
Ph: 860-561-3600
www.rtspecialty.com

INSURANCE QUOTATION

The carrier shown below has issued a quotation for insurance, and we are pleased to present this Quotation Confirmation of the carrier's terms, conditions, and limitations for you to review with the Insured. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the carrier's terms, conditions, and limitations, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance.

This insurance quotation summarizes a proposed policy and is not intended to reflect all the terms and conditions or exclusions of such proposed policy. The insurance to be afforded by the proposed policy will be subject to all the terms, exclusions and conditions of such policy.

QUOTE NUMBER:	20118559C												
DATE ISSUED:	April 2, 2020												
PRODUCER:	Martin J. Clayton Insurance Agency, Inc. : Michael P. Regan												
FROM:	R-T Specialty, LLC / Shawn Morris												
INSURED:	Justin Pagan Buudda Brothers 604 Main Street Holyoke, MA 01040												
INSURER:	James River Insurance Company - Non-Admitted												
COVERAGE:	Commercial General Liability - Primary												
DESCRIPTION:	Marijuana Grower												
POLICY FORM:	Claims Made												
RETRO DATE:	Inception												
POLICY PERIOD:	4/2/2020 to 4/2/2021												
LIMITS OF LIABILITY:	<table><tbody><tr><td>\$2,000,000</td><td>General Aggregate</td></tr><tr><td>\$1,000,000</td><td>Each Occurrence</td></tr><tr><td>\$2,000,000</td><td>Products & Completed Operations Aggregate</td></tr><tr><td>Excluded</td><td>Medical Expense</td></tr><tr><td>\$50,000</td><td>Damage to Premises Rented</td></tr><tr><td>\$1,000,000</td><td>Personal & Advertising Injury</td></tr></tbody></table>	\$2,000,000	General Aggregate	\$1,000,000	Each Occurrence	\$2,000,000	Products & Completed Operations Aggregate	Excluded	Medical Expense	\$50,000	Damage to Premises Rented	\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate												
\$1,000,000	Each Occurrence												
\$2,000,000	Products & Completed Operations Aggregate												
Excluded	Medical Expense												
\$50,000	Damage to Premises Rented												
\$1,000,000	Personal & Advertising Injury												
DEDUCTIBLE:	\$0 Deductible												



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PREMIUM: \$3,500.00

FEES:

Brokerage Fee	\$350.00
Policy Fee - Carrier	\$350.00

TAXES:

Surplus Lines Tax	\$140.00
-------------------	----------

TOTAL: \$4,340.00

AGENT COMMISSION: 10%

TRIA/TERRORISM: REJECTED

TERMS AND CONDITIONS:

SUBJECTIVITIES:

There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

SPECIAL CONDITIONS / OTHER COVERAGES:

25% **MINIMUM EARNED PREMIUM AT INCEPTION**

NO FLAT CANCELLATIONS

ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Quotes are valid for 30 days.

Description: Recreational Marijuana Cultivator

SCHEDULE OF NAMED INSUREDS:

Buudda Brothers

LIST OF LOCATIONS:

1) 90 Sargeant St, Holyoke, MA 01040

RATING:

Class Code: 59774A - Recreational Marijuana - Mfg

Exposure: \$1,000,000 Revenue



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TRIA is available for and AP of \$175 plus tax

Minimum & Deposit Premium: 100%

AUDIT INFORMATION:

Frequency: Annual
Exposure Base: \$1,000,000 Revenue
Type: Physical
Audit Rate: \$2.3390

OPTIONAL COVERAGE - CYBER LIABILITY

Coverage Form: Discovery Date

Limits

Third Party Cyber Liability Coverage: \$100,000
Regulatory Proceeding Claim Expense Coverage: \$50,000
First Party Privacy Breach Expense Coverage: \$50,000
Cyber Coverage Aggregate: \$100,000

Deductible: \$1,000 per occurrence

Premium: \$223 plus tax

PRIOR TO BINDING REQUIREMENTS:

- 1) Written Request to Bind
- 2) Signed MA Affidavit
- 3) Signed and dated No Known Loss Letter. James River form attached
- 4) Cyber Liability Acceptance / Rejection Form
- 5) Are there connecting doors between suites? How are they secured?
- 6) Supplement needs to be completed with sales
- 7) Does the insured have a product recall plan in place? If not, what will they do if they need to recall their products?
- 8) Signed TRIA

ENDORSEMENTS / EXCLUSIONS

LS0005US-0416 Commercial General Liability Policy Declarations
AP0001US-0403 Schedule A
CG0002-1207 Commercial General Liability Coverage Form -Claims Made
AP2702US-0107 Extended Reporting Period Endorsement
AP2704US-0406 Restricted Reporting Endorsement
AH2307US-1016 Deductible Endorsement - Damages and Expenses
AP2103US-0607 Minimum Policy Premium
AP2108US-0811 Supplementary Payments (Defense Costs) within Limits of Insurance
LS2010US-0505 Non-Stacking Endorsement
LS2025US-0907 Life Sciences Premium Endorsement



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MC2130US-0403 Specified Products Liability Endorsement
Recreational marijuana leaves/bud/flower/trim

AP2004US-0403 Additional Insured - Managers or Lessors of Premises
where required by written contract or written agreement

AP2007US-0307 Additional Insureds - Vendors
where required by written contract or written agreement

AP2104US-1012 Common Policy Conditions
AP2107US-0403 Binding Arbitration
CG0068-0509 Recording and Distribution of Material or Information in Violation of the Law Exclusion

CG2107-0514 Exclusion - Access or Disclosure of Confidential or Pers Info and Data-Related Liability - Limited BI
Exc not Included

CG2135-1001 Exclusion - Coverage C - Medical Payments
CG2136-0305 Exclusion - New Entities
CG2147-1207 Employment-Related Practices Exclusion
CG2167-1204 Fungi or Bacteria Exclusion
IL0021-0908 Nuclear Energy Liability Exclusion

AH2309US-1003 Exclusion - Designated Operations
(1) The furnishing of marijuana for consumption at the Insured's premises
(2) Any and all participation by the insured in conventions, trade shows, festivals, or other special events where marijuana will be distributed and/or consumed

AP2020US-1206 Exclusion - Occupational Disease
AP2028US-0505 Exclusion - Electronic Media
AP2031US-0411 Exclusion - Cross Suits
AP2032US-0518 Exclusion - Employers Liability
AP2036US-1105 Absolute Pollution and Pollution Related Liability - Exclusion
AP2044US-0411 Assault and Battery Exclusion
AP2111US-1105 Exclusion - Punitive Damages
AP5040US-1209 Exclusion - Firearms
AP5054US-0311 Combined Policy Exclusions
AP5058US-1215 Exclusion - Business Conduct
GC2131US-0403 Fiduciary Exclusion
GC2141US-0107 Exclusion - Construction Activities
LS2005US-1110 Specified Products Exclusion Endorsement

LS2020US-1108 Additional Specific Product Exclusion
(1) Vitamin E Acetate; (2) Diethyleylene glycol; (3) Pulegone; (4) Acrylonitrile; (5) Acrolein; (6) Diacetyl, (7) Heavy metals

LS2108US-0219 Exclusion - Health Hazards - Tobacco & Cannabis Business
AP5027R-0115 Rejection of Coverage for Certified Acts of Terrorism Coverage



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CG2175-0115 Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States

ILP001-0104 US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403 Privacy Policy

ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

BINDING INSTRUCTIONS

IF COVERAGE IS ELECTED, THE FOLLOWING ITEMS MUST BE SUBMITTED:

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. This quote summary, the fees quoted and our advice, is confidential. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

We will need a written request in order to bind coverage. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

Shawn Morris
AUTHORIZED REPRESENTATIVE



20 Church Street, Suite 1500
Hartford, CT 06103
Ph: 860-561-3600
www.rtspecialty.com

If coverage is on a non-admitted basis the following will apply:

TAXES & FEES:

State Surplus Lines Taxes & Fees must be added to annual premium. **Agent R-T Specialty is responsible for all filings.**

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of MA as their home state.

Surplus lines taxes quoted may be subject to change based up on updated risk information or changes to tax rates or governmental fees.

State surcharges and/or fees charged by the Insurer may not be included herein and will be billed at a later date.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.

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GENERAL TERMS

In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM

The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM

The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

MINIMUM EARNED PREMIUM

The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

CERTIFICATES OF INSURANCE

Any Certificate of Insurance issued by Producer as evidence of insurance must conform to applicable laws. The Certificate must state that it is for information only, confers no rights upon the Certificate holder and the Certificate of Insurance must not extend or alter the coverage provided by the Policy(ies) listed in the Certificate. Producer is not authorized to issue, and R-T Specialty, LLC (RT) will not review, accept or approve, a Certificate of Insurance that modifies policy terms, names any other person/entity as an "additional insured" or states that any other person/entity other than those named in the Policy (ies) may receive notice of cancellation or non-renewal under such policy(ies). A policy cannot be amended by a Certificate of Insurance. If the insured requires endorsements to their policy to comply with certificate holder requirements, you must request these endorsements in writing so that underwriters may evaluate their ability to provide applicable coverage. Producer will be responsible for any error, mistake or negligence in the issuance of a Certificate of Insurance to its client.

I/We _____ of _____ do hereby state that in

_____, 20_____, I/We directed _____ my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

A. The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.

B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

Signature by Assured _____

Print Name _____

Date: _____

THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER

Name of Insured Justin Pagan Address 604 Main Street Holyoke, MA 01040

Location of Property _____

Description: _____

Coverage: _____

Limit: _____ Premium _____

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

AFFIDAVIT BY SPECIAL BROKER

I, _____ of _____ in said county of _____ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
_____	_____	_____	_____
_____	_____	_____	_____

Amendments to Affidavit: () Increase () Decrease

_____	_____	_____	_____
_____	_____	_____	_____

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

License # _____ Signature _____ Date _____

Original affidavit must be kept in the Special Brokers File and a copy filed with the Division of Insurance of the Commonwealth of Massachusetts within *twenty days* following date of procurement.



Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

POLICYHOLDER DISCLOSURE NOTICE

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW

- ☐ ELECT: I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of Quote option selected.
- ☐ DECLINE: I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.

Insured Name

Buudda Brothers

Submission Number

2674103

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Policy Number

AP 5001US 01-15



Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

REQUEST FOR TAX PAYING BROKER INFORMATION

Insured Name: Buudda Brothers _____

Policy (quote) Number: _____

Please provide us with the surplus lines tax payment information requested below. IF ANY OF THE INFORMATION BELOW HAS BEEN PRE-FILLED BUT IS INCORRECT, PLEASE PROVIDE THE CORRECT INFORMATION. Pre-filled information on this form will be used by us for state reporting of surplus lines premium unless you advise otherwise.

Multi-State Risk (Y/N): _____

State where taxes are to be paid (This is Home State, if multi-state risk): _____

Name of Surplus Lines Licensee filing taxes: _____

Agency Affiliation: _____

Surplus Lines License Number: _____

Address of Surplus Lines Licensee: _____

Telephone Number: _____

If taxes are payable in New Jersey, you must provide us with the 14 digit New Jersey Transaction Number for this policy as well as other New Jersey specific information for reporting:

NJ Transaction Number: _____

NJ Agency SLA Number* _____

NJ Agency License Number** _____

*This is the number that the Surplus Lines Association has assigned to your agency

**The State of New Jersey requires license number of the agency, not the individual agent who is filing taxes

PREMIUM ALLOCATION MAY APPLY TO SOME POLICIES

If applicable, please provide the following information for each state where taxes are to be paid.

State

Premium Amount(basis for taxes)

_____	_____
_____	_____
_____	_____
_____	_____

As the producing broker, it is your responsibility to comply with state surplus lines regulations. For multi-state risks, broker must designate Home State and comply with Home State surplus lines laws and regulations. Arrangements must be made for the payment of any applicable state tax and stamping fees to appropriate state, stamping office or clearing house.

Plan for Obtaining Liability Insurance

Buudda Brothers, LLC (“BB”) intends to obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for the policy shall be no higher than \$5,000 per occurrence.

BB has already sought out quotes from liability insurance companies. BB intends to start policy shortly after submission of the CCC application. As it stands, BB will be properly insured in July 2020. This might change depending on needs and finances, but that target date of July 2020 is the current goal.



Buudda Brothers

*Category: Marijuana Product
Manufacturer*

Date Created:
04/10/ 2020

Description

Buudda Brothers, LLC is striving to open a Marijuana Product Manufacturing Facility in the State of Massachusetts within the City of Holyoke.

Buudda Brothers intends to produce a variety of Marijuana products such as, but not limited to, concentrates, edibles and topicals. All products will be produced in house with the intentions of supplying all of our products to our potential retail marijuana establishment.

Buudda Brothers is dedicated to producing safe, high quality marijuana infused products with intentions to build a brand that is will known for their unparalleled customer service.



Executive Summary

Company Summary

Buudda Brothers, LLC intends to produce their own brand of marijuana infused product. Dedicated to producing a wide range of cannabis concentrates and infused products to service the exploding concentrates industry. Buudda Brother's brand will include a state of the art commercial kitchen to meet the needs of our product manufacturer. Our manufacturing facility will be located on one of the busiest streets in Holyoke, Massachusetts. The facility is well positioned, and it matches the ideal picture of a community store. Buudda Brothers is to be organized as a Limited Liability Company (LLC) and will be led by Justin Pagan, Joshua Pagan and John Toro whom will serve executive positions such as CEO, CFO and COO, respectively.

Main Goals

- ✓ Own and operate a marijuana product manufacturing facility in the State of Massachusetts.
- ✓ To produce high quality infused products, including, but not limited to, edibles and topicals.
- ✓ To be fully compliant with all City, State and local municipalities regulations and laws.
- ✓ To build the Buudda Brothers brand as a well trusted name known for their unparalleled customer service, advice, assistance and care.
- ✓ To build long-term relationships with the local community.
- ✓ To educate our customers on the benefits but most importantly value of cannabis related products.
- ✓ To act for the benefit of society at large.

Mission

- ✓ To offer natural options that enhances quality of life. To inspire personal choice and serve as the first choice to fulfill medical, spiritual, and social cannabis needs.

Main Objectives

Year 1: Securing a Marijuana Product Manufacturing license, with the intent on opening our location during the month of December 2020. To net a sufficient annual income to support operational expenses. To target monthly sales and capacity, with the main focus on increasing steadily throughout the first year.

Year 3: Continue to build on company reputation, customer loyalty, and prepare for year 5.

Year 5: Plans to expand our facility, and or merge with local competition to increase Buudda Brothers footprint within the City of Holyoke and eventually through out the State of Massachusetts.

Year 7: Anticipating marijuana will be legal on a federal level; Buudda Brothers plans on seeking options of selling and or merging with other well-established marijuana establishments throughout the region to be able to gain more market share.

Products & Services

Buudda Brothers marijuana product manufacturing facility will have the ability to produce a variety of products, such as, but not limited to, concentrates (hash, rosin, THC oils, wax, shatter), edibles (brownies, cookies, hello-dollies, caramel candy, cotton candy), and topicals. Buudda Brothers intends to supply our potential retail marijuana establishment. Our range of cannabis infused concentrates will help customers who struggle with traditional methods of ingesting cannabis. Buudda Brothers will also engage in the sale of accessories such as apparel.

Start-up Summary

The business will eb securing funding prior to receiving a provisional license. Such funding will be allocated between the building out of the facility, purchasing inventory, and day-to-day expenses. Buudda Brother's Manufacturing facility will be owned and operated by Buudda Brothers 90 Sargeant Street Facility, LLC.

Table 1. Start-up expenses, \$

\$	Start-Up Expenses
CAPEX (retail)	
Space improvements including finishing/painting, lobby space, bathrooms, etc.	\$5,000.00
Security system including, but not limited to, multiple camera feeds, motion sensors, duress buttons, ID scanners	\$15,000.00
Display Counters, Multiple POS/ Cash Registers, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving	\$7,500.
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office)	\$3,500

Table of Contents

Executive Summary	1
Company Summary.....	1
Marketing & Sales Strategy	4
Positioning.....	4
Marketing Plan.....	4
Target Customers	6
This page was intentionally left blank.	7
Operating Plan.....	8
Manufacturing Establishment.....	8
Quality Assurance Plan.....	11
Concentrates and Infused Products Manufacturing.....	12
Packaging and Labeling.....	13
Tracking Solution.....	19
Organizational Structure	20
<i>Training Plans</i>	<i>22</i>
This page was intentionally left blank.	23
Manufacturing Premises	24
Physical Security Plan.....	24
<i>Customers Access.....</i>	<i>24</i>
<i>Internal Access-Point Control.....</i>	<i>24</i>
<i>Limited Access to Secured Areas and Visitors.....</i>	<i>24</i>
<i>Electronic Security System.....</i>	<i>25</i>
<i>Third-Party Monitoring.....</i>	<i>25</i>
<i>Intrusion and Motion Detection.....</i>	<i>26</i>
<i>Burglary Alarm System.....</i>	<i>26</i>
<i>Panic Buttons and Internal Communications.....</i>	<i>26</i>
<i>Fire Security.....</i>	<i>26</i>

Marketing & Sales Strategy

Positioning

Buudda Brothers, LLC will implement five differentiation strategies:

1. **Product Quality** – Buudda Brothers will choose the best marijuana infused products to establish its brand and provide the most effective treatment for its customers by utilizing small batch productions to always ensure that our consistently high-quality products are in fresh supply. Buudda Brothers will solicit feedback from our customers to continuously improve product selections.
2. **Referral Networks** – We will work closely with various medical, recreational and alternative health clinics across the state. We will establish a referral network that supports product consistency, brand recognition, and reliable delivery.
3. **Pricing** – Buudda Brothers will analyze the industry thoroughly and price their products accordingly.
4. **Personalized Service** – We will train knowledgeable and friendly staff members who will help clients select the best product for their needs. The management team will always be available to talk with customers and potential customers, providing them with years of experience and expertise.

Marketing Plan

Online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective marketing strategies for legal marijuana companies are direct marketing at industry conferences and other events, and building communities around marijuana related concerns such as health and wellness. One of the most important marketing and sales strategies of Buudda Brothers will be their focus on generating long-term personalized relationships with wholesale buyers and customers.

Marketing and advertising campaigns may include but not limited to:

- **Business and industry associations:** Holyoke Chamber of Commerce
- **Business events and conferences:** Which may include event sponsorships, health, or related industry events to gain brand exposure and bring the Buudda Brothers name to the forefront of the community.
- **Brand development:** It includes branded products such as shirts, hats, grinders, cases/containers, etc. which will be offered on our website.
- **Brochures:** We will produce high-quality brochures that will be distributed to doctors who issue cannabis prescriptions, clinics and other licensed vendors.
- **Website:** We will have a professionally designed website integrated with a payment system.
- **Search Engine Optimization (SEO)-** Focus on growing visibility in organic search engine results. SEO encompasses both the technical and creative elements required to improve rankings, and drive traffic.
- **Email Marketing-** Email will be a great way to keep our customers informed and engaged with relevant content, keeping our brand top-of-mind.
- **Information kits for clients and medical/health practitioners:** Information kits will include registration forms, brochures, and general information on the use of medical/recreational marijuana. Kits will also provide information on how to process orders.
- **Social Media:** We will have a significant social media presence. Appropriate forums will be monitored daily, with dedicated staff resources and knowledgeable participants. We will develop a social media content strategy, which will include Twitter, Facebook, Instagram, LinkedIn and YouTube. Our staff will be trained in the legalities of promoting our products.
- **Guerrilla marketing:** Implementing a guerrilla marketing division to focus on low-cost unconventional marketing tactics that yield maximum results.

Table 2. Cannabis business directories

WEEDMAP https://weedmaps.com/	Largest cannabis dispensary/store finder on the planet with over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFLY https://www.leafly.com/	Leafly is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafly has 226.27 thousand total visits each month.

Competition

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on New England Treatment Access (NETA) and INSA's radar at all times. The recreational cannabis industry is known to be highly competitive in the U.S and in most parts of the world. As the industry continues to grow, alternative ways through which customers can obtain their recreational cannabis products expands. There are alternative methods like mail-order firms, grocery chains, mass merchants and dollar stores; these are the real competitors in the industry. These competitors ensure that they do all that lies within their power to gain a favorable market share of the available market in any given region.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated and infused products produced, the service offered, and the location where the cultivation and extraction will be taken place. The branding of Buudda Brothers also plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still gain their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis operations will always struggle against larger based cannabis operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their way to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Our nearby competitors who are currently operating are, New England Treatment Access (NETA), who is located in Northampton, roughly 16 min away from Buudda Brothers facility, and INSA located in Easthampton, roughly 18 min away from Buudda Brothers facility. Boston Bud Factory, Canna Provisions and Hothouse Holyoke will be listed as potential competitors. All three businesses have submitted their application to open a recreational marijuana establishment. All three stores will be roughly three minutes away from our location.

Target Customers

Buudda Brothers marijuana product manufacturing facility intends to only supply Buudda Brothers potential marijuana retail establishment during the first two years of operations. During the third year of operations the executive team may consider reaching a greater market by mass-producing their brand of marijuana infused products to be able to have the ability to wholesale our products to licensed retail establishments across the State of Massachusetts.

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Operating Plan

Manufacturing Establishment

The physical address of our manufacturing facility will be:

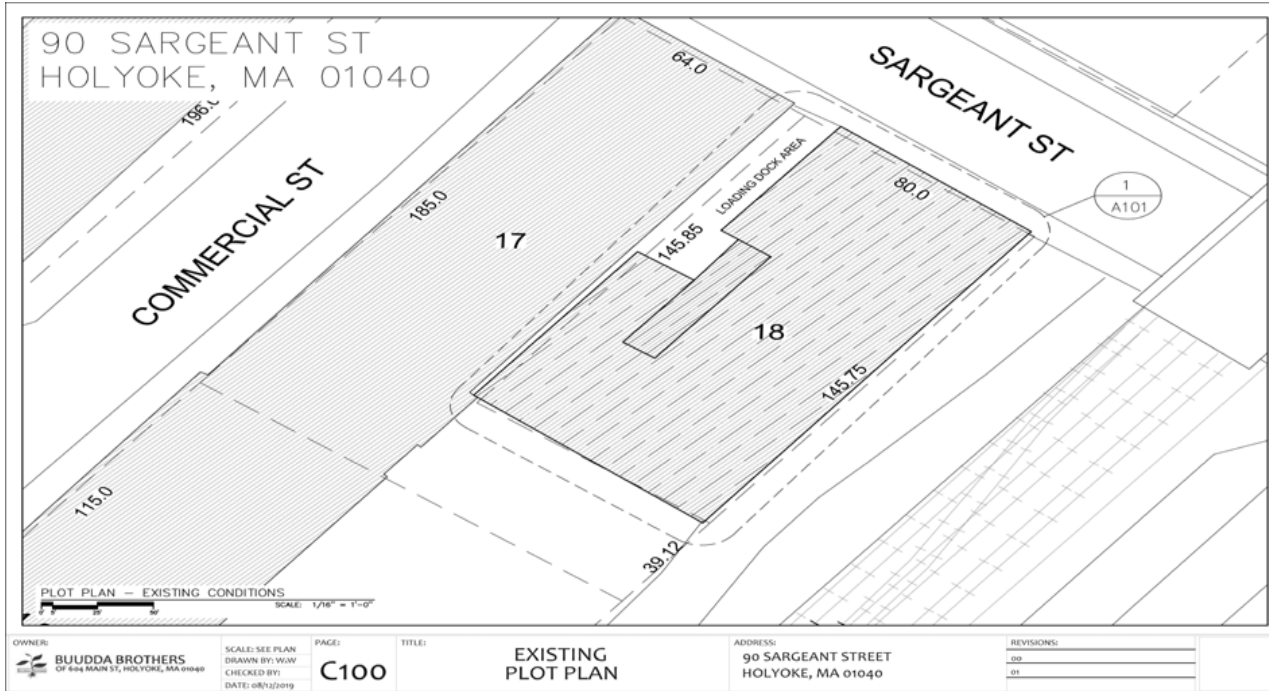
90 Sargeant, Holyoke, MA.

Premises will be located in 15,000 sq. ft. building with adequate power to service our manufacturing facility.

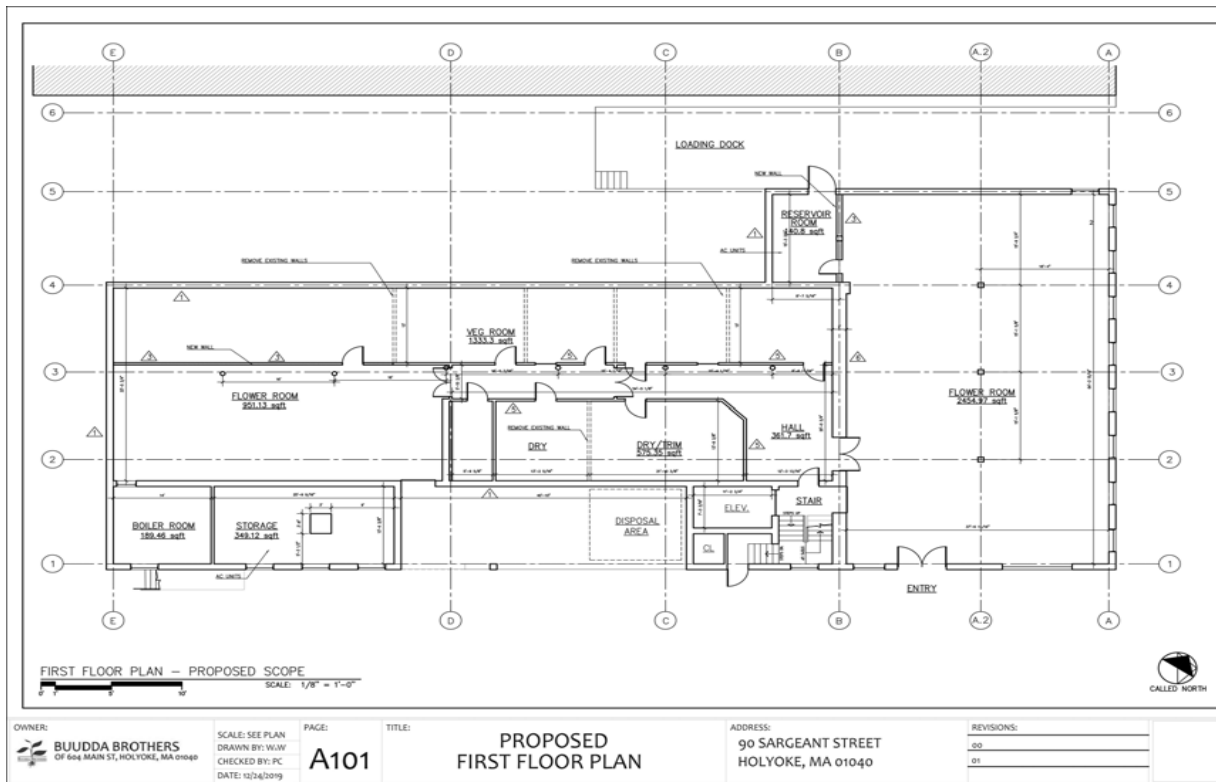


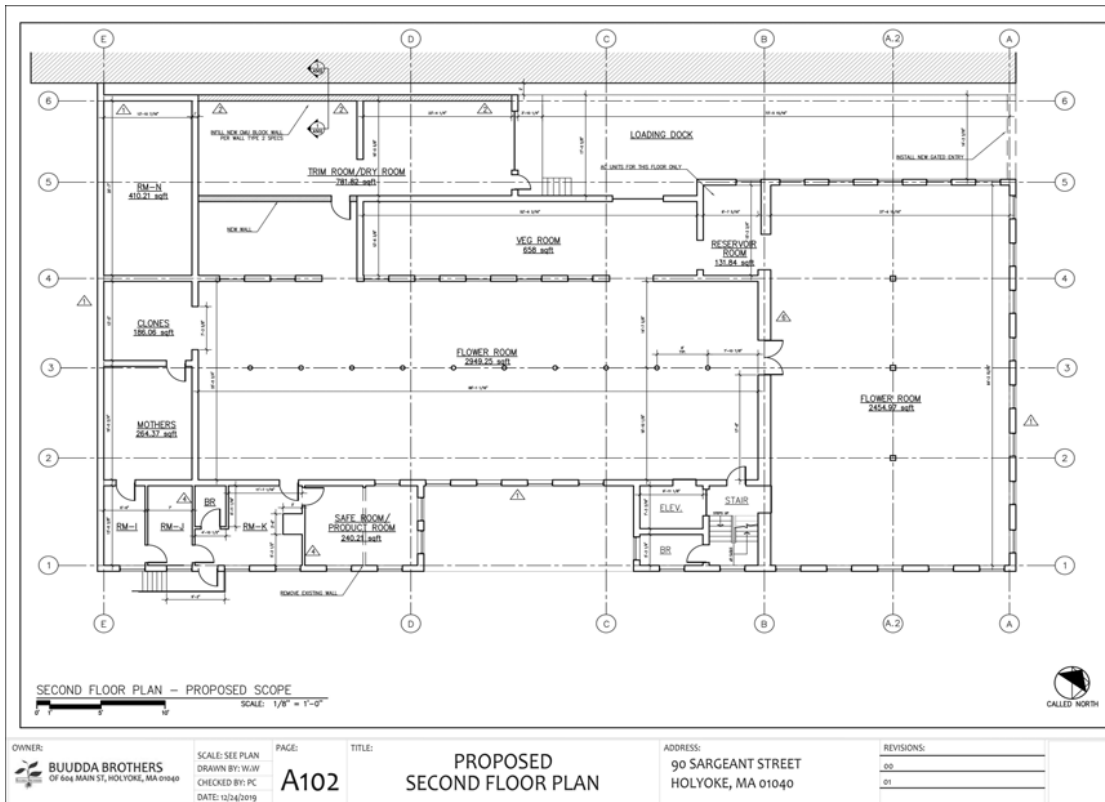
The manufacturing premises (commercial kitchen) will take up to 1000 sq. ft. and will include two state of the art washing machines, oven(s), hash bags, drainage barrels, ice machines, and rosin press. Our production area will consist of packaging equipment to securely package our products.

An existing plot plan showing the entire structure of our Marijuana Manufacturing facility, including the street(s), parking lot(s), and additional tenants within the facility is shown below:



After the conversion, the internal plan of the facility will have the following configurations:





- ❖ Areas where cannabis will be kept or handled will not have any external doors or windows and can be accessed only from within the facility.
- ❖ Walls separating the lobby from all other limited access areas will consist of 4" steel studded sheetrock walls with solid-steel doors.
- ❖ All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.
- ❖ An exterior sally port will be stationed on the left side of the facility creating more security for the large cultivation area.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Floor Plan

A floor plan of the manufacturing facility reveals the location of the following:

- A. All entrances and exits
- B. The location of any windows, skylights, and roof hatches;
- C. The location of all cameras, and their field of view;
- D. The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;

-
- E. The location of the digital video recorder and alarm control panel; and
 - F. Restricted and public areas

Guards

During the hours of operations Buudda Brothers will have at a minimum, one on-site security guard at the entrance and one security guard within the facility.

Quality Assurance Plan

Buudda Brothers, LLC intends to use the QA methods.

Part I: Packaging and Labeling

- Elements of a quality assurance plan shall include best practices for the packaging and labeling of cannabis and cannabis products.

Part II: Production control

- Buudda Brothers will mandate third party vendors to provide their production control and testing results for all products purchased.

Part III: Inventory Control

- An inventory control plan.

Part IV: Disposal and Waste Removal

- Standards for the disposal-destruction of cannabis waste and other wastes.

Part V: Adverse Events and Recall Procedures

- Recall policies and procedures in the event of contamination, expiration or other circumstances that render the cannabis unsafe or unfit for consumption, including, at a minimum, identification of the products involved, notification to the dispensary or others to whom the product was sold or otherwise distributed, and how the products will be disposed of if returned to or retrieved by the applicant.

Part VI: Record Keeping and Regulatory Compliance

- (A) Record keeping policies and procedures that will ensure the facility complies with rules.
- (B) Implementation and compliance with the inventory tracking system.

Concentrates and Infused Products Manufacturing

Buudda Brothers cartridges will include 0.5 gram and 1 gram THC cannabis oil(s) which will be compatible with any 510-thread battery and will be tested at 72%+ THC, making them the perfect choice for anybody who doesn't want to sacrifice potency for convenience.

Buudda Brothers also intends to offer shatter (G), pure oil (G), capsules/pills (0.5G) and tinctures (0.43G)

All Buudda Brothers marijuana infused products will include Laboratory Test Results in their packaging.

Production Facility:

- Manufacturing rooms are entirely enclosed (i.e. walls, ceiling, and doors).
- Walls, ceiling, and floor surfaces are smooth, durable, and easily cleanable.
- Fiberglass reinforced plastic or similar durable surfaces above the sinks and/or edible product prep table/counters.
- Edible product processing will also include packaging of exposed edible items into consumer sealed packages. Bottling operations will be conducted inside the production area.
- Lighting will be protected for breakage, and adequate ventilation will be provided to maintain a suitable environment for edible product manufacturing.

Packaging and Labeling

Prior to edible marijuana products being sold or transferred, the marijuana product manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 in in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- b) The name of the marijuana product;
- c) Refrigeration of the product is required, as applicable;
- d) Net weight or volume in US customary and metric units;
- e) The quantity of usable marijuana contained within the product as measured in ounces;
- f) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- g) A list of ingredients, including the full cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
- h) The serving size of the marijuana product in milligrams if the package is a multiple-serving package;
- i) The number of serving sized within the marijuana product in milligrams if the package is a multiple-serving package;
- j) The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150
 - a. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
 - b. The date of creation and the recommended "use by" or expiration date which shall not be altered or changed;
 - c. A batch number, sequential serial number and bar codes when used, to identify te batch associated with manufacturing and processing;
 - d. Directions for us of the marijuana product if relevant;
 - e. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L c. 94G, § 15;
 - f. A warning if nuts or other known allergens are contained in the product;
 - g. This statement including capitalization: "The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN";
 - h. The following symbol or easily recognizable issued by the Commission that indicates the package contains marijuana product:



- i. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(b) shall apply to edible marijuana products produced by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13) and shall be in addition to any regulation regarding the appearance of edible marijuana products under 935 CMR 500.150.

Labeling of Marijuana Concentrates and Extracts: Prior to marijuana concentrates or extracts being sold or transferred, the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 in in size on each marijuana concentrate container that is prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- b) The name of the marijuana product;
- c) Product identity including the word "concentrate" or "extract" as applicable;
- d) Net weight of volume expressed in US customary units and metric units;
- e) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- f) A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
- g) A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
- h) The date of creation and the recommended "use by" or expiration date;
- i) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- j) Directions for use of the marijuana product if relevant;
- k) A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- l) A warning if nuts or other known allergens are contained in the product;
- m) This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate

machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;

- n) The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- o) The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(c) shall apply to marijuana concentrates and extracts produce by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 935 CMR 500.105(13).

Labeling of Marijuana Infused Tinctures and Topicals: Prior to marijuana infused tinctures or topicals being sold or transferred the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that is prepares for retail sale or wholesale, containing at a minimum the following information:

- a) The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer’s business telephone number, e-mail address, and website information, if any;
- b) The marijuana product’s identity;
- c) The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- d) A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
- e) Net weight or volume as expressed in US customary units or metric units;
- f) The date of product creation;
- g) A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- h) Directions for use of the marijuana product if relevant;
- i) A statement and a seal that the product has been tested for contaminants, that there were no

- adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- j) A warning if nuts or other known allergens are contained in the product;
 - k) This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.**”;
 - l) The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- m) The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



935 CMR 500.105(5)(d) shall apply to marijuana-infused tinctures and topicals produced by a Marijuana Product Manufacturer for transport to a Marijuana Retailer in compliance with 035 CMR 500.105(13)

Packaging of Marijuana and Marijuana Products:

- A. **Tamper or Child-resistant Packaging.** Licensees licensed subject to 935 CMR 500.050(5) shall ensure that all marijuana products, other than those offered at wholesale by a Marijuana Cultivator, that are provided for sale to consumers by a licensee shall be sold in tamper or child-resistant packaging.
To be in compliance with 935 CMR 500.105(6), licensees shall ensure:
 - 1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are
 - a) Opaque or plain in design;
 - b) Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
 - c) Certified by a qualified third party tamper or child resistant packaging testing firm that the packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
 - 2. That where compliance with the requirements of tamper or child-resistant packaging is deemed to be unreasonably impracticable, marijuana products shall be placed in an exit package that is:
 - a. Capable of being resealed and made tamper or child-resistant again after it has been opened;
 - b. Includes the following statement, including capitalization, in at least ten-point Times

-
- New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
- c. Is certified by a qualified third party tamper or child-resistant packaging testing firm that the packaging regulations of the US Consumer Product Safety Commission as included at 16 CR 1700.
- B. Limits on Packaging Design. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, shall not be attractive to minors. Packaging is explicitly prohibited from:
1. Using bright colors, defined as colors that are “neon” in appearance;
 2. Imitating or having a semblance to any existing branded consumer product, including foods and beverages, that do not contain marijuana;
 3. Featuring cartoons;
 4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
 5. Featuring symbols or celebrities that are commonly used to market products to minors;
 6. Featuring images of minors; or
 7. Featuring words that refer to products that commonly associated with minors or marketed to minors
- C. Packaging of Multiple Servings.
1. Packaging for marijuana products sold or displayed for consumers in multiple servings shall include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including Capitalization: “INCLUDES MULTIPLE SERVINGS.”
 2. Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings shall allow a consumer to easily perform the division into single servings.
 - a) Edible for marijuana products in solid form sold form shall be easily and permanently scored to identify individual servings.
 - b) Notwithstanding 935 CMR 500.105(6)©2.a., where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product shall be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored shall be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees.
 3. Packaging for marijuana product beverages shall be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale.
- D. Each single serving of an edible marijuana product contained in a multiple-serving package shall be marked, stamped and otherwise imprinted with a symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product.
- E. Serving size shall be determined by the processor but in no instance shall an individual serving size of any marijuana product contain more than five milligrams of delta-nine-tetrahydrocannabinol.

Packaging and Labeling Pre-Approval- Prior to a marijuana product being sold at a Marijuana Establishment, a licensee or license applicant may submit an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission. The Commission may charge a fee for packaging and labeling pre-approval. The packaging and labeling pre-approval process shall in no way substitute for compliance with 935 CMR 500.105(4) through (6).

Tracking Solution

Buudda Brothers, LLC intends to use an extensive seed-to sales tracking solution for every level of the vertically integrated business, which allows us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation: Processing, destruction and waste, transportation, and lab testing.

Conversion Tracking – Converting products into single or multiple by-products while maintaining a complete chain of custody, logging cost per gram calculations and product notifications/recalls.

Transport Manifests – Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

Product Details – Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, in addition to a reactive expiration date that can lock a product if it's past it's expiration date.

Inventory Management – Analyzing the sales data to optimize the dispensary/store inventory to the customers.

Data Driven CRM – Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more.

Organizational Structure

Buudda Brothers is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to carry out various job positions within our company. We hope to leverage on their expertise to build our brand to be well accepted in the United States, but most importantly in Massachusetts.

Below are the positions that will be available at Buudda Brothers:

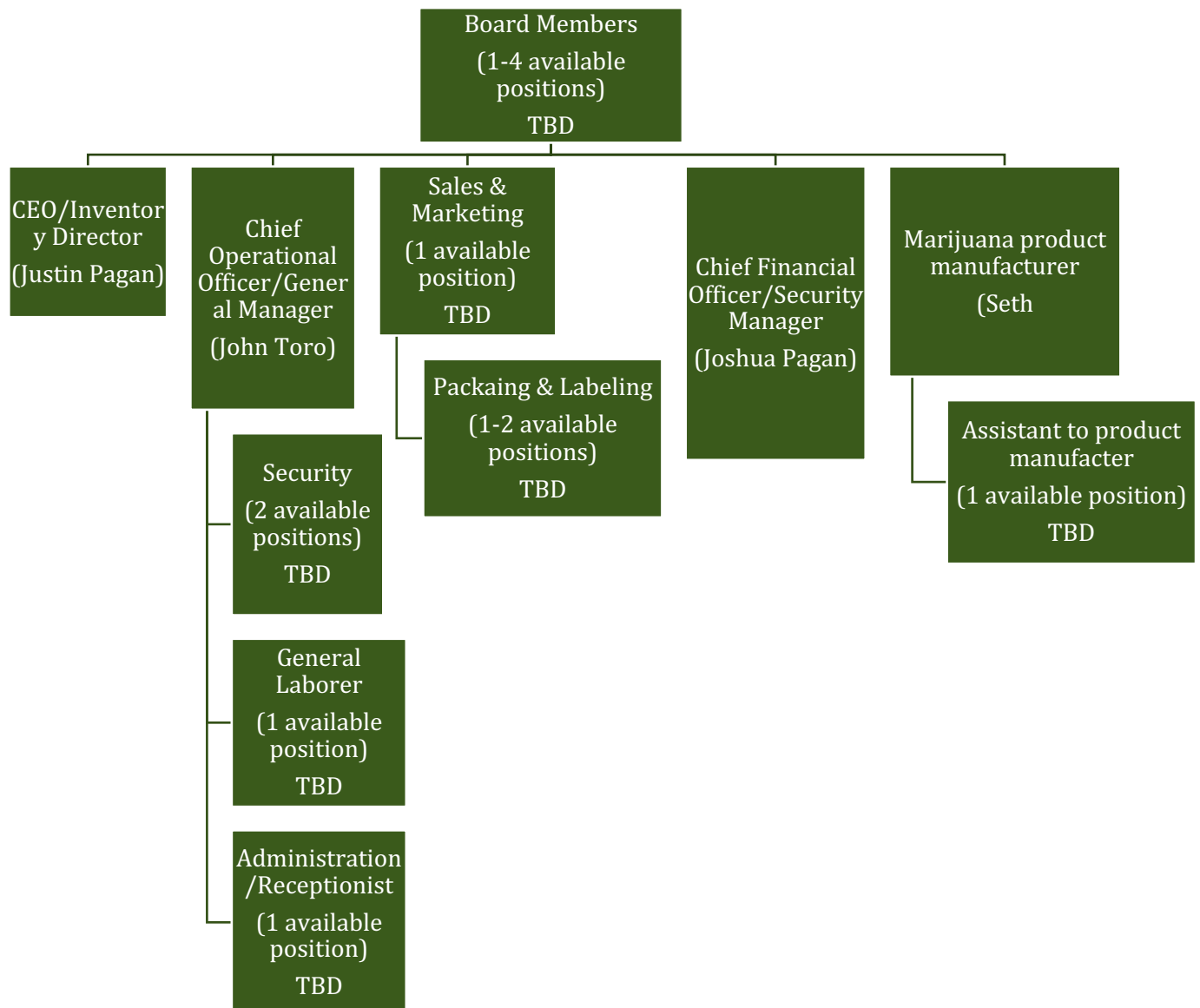


Figure 1. Organizational structure

Table 3. Personnel Plan, \$

Position—Hourly Wages	Year 1 (Annual Salary)	Year 2 (Annual Salary)	Year 3 (Annual Salary)	Position—Hourly Wages
Chief Executive Officer/Inventory Director \$20 HR @ 56 Hours a week with annual increase of 10%.	\$80,640	\$88,704	\$97,574	Chief Executive Officer/Inventory Director \$20 HR @ 56 Hours a week with annual increase of 10%.
Chief Operational Officer/General Manager \$20 HR @ 56 Hours a week with annual increase of 10%.	\$80,640	\$88,704	\$97,574	Chief Operational Officer/General Manager \$20 HR @ 56 Hours a week with annual increase of 10%.
Chief Financial Officer/Security Manager \$20 HR @ 56 Hours a week with annual increase of 10%	\$80,640	\$88,704	\$97,574	Chief Financial Officer/Security Manager \$20 HR @ 56 Hours a week with annual increase of 10%
Marijuana product manufacturer \$20 HR @ 56 Hours a week with an annual increase of 10%	\$80,640	\$88,704	\$97,574	Marijuana product manufacturer \$20 HR @ 56 Hours a week with an annual increase of 10%
Security Personnel (Retired Officer/Auxiliary) \$16 HR @ 40 Hours a week with an annual increase of 5%	\$30,720	\$32,256	\$33,868	Security Personnel (Retired Officer/Auxiliary) \$16 HR @ 40 Hours a week with an annual increase of 5%
General Labor (Facility Up-keeping) \$12 HR @ 40 Hours a week with an annual increase of 5%.	\$23,040	\$24,192	\$25,401	General Labor (Facility Up-keeping) \$12 HR @ 40 Hours a week with an annual increase of 5%.
Packaging & Labeling \$12 HR @ 40 hours a week with an annual increase of 5%.	\$23,040	\$24,192	\$25,401	Packaging & Labeling \$12 HR @ 40 hours a week with an annual increase of 5%.
Assistant marijuana product manufacturer	TBD	TBD	TBD	Assistant marijuana product manufacturer
Administration/Receptionist	TBD	TBD	TBD	Administration/Receptionist

Training Plans

1. Train employees at time of hire on business operations and compliance.
2. Continue to train employees on any new regulations being brought to our attention after one is hired.
3. Customer service training programs that consist of training and teaching employees how to improve customer support and satisfaction. It will be an iterative process, which would involve teaching skills, competencies, and tools needed to better serve customers so they derive more value for Buddha Brother's products.
4. Any person entering data into the Cannabis Tracking System(s) (CTS) will first be trained by the Chief Operational Officer before granting access to enter data into the CTS.
5. All individuals will be required to have a valid Marijuana Worker Permit, complete the required training and maintain their permit while working on behalf of the Licensee.

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Manufacturing Premises

Physical Security Plan

Buudda Brothers will secure the perimeter of our facility to prevent unauthorized intrusion. Within our facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: External sallyport, security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

Video surveillance and adequate exterior security lighting will secure the perimeter. In addition, during non-operational hours, all entryways, exits and windows will be externally covered by industry leading surveillance systems, which will notify our nearby police station within seconds if any suspicious activity has been detected.

Motion detectors will monitor the inside of all exterior doors; windows and interior limited access areas.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

Customers Access

The property has a total of nine common parking spaces on its premises stationed in the front of the building. These spaces will easily accommodate our daily customers for our potential retail establishment. There will be no customer access into the cultivation facility. Any activity within our cultivation facility will be due to day-to-day operations. An exterior sally port will be built to reduce any entry into the cultivation facility. The exterior sally port will be 8 ft high and will be controlled by the security manager and or executives.

Internal Access-Point Control

All movement within the facility will be tightly controlled. All main access doors and doors to the cultivation area will require keycards and electronic passcodes.

Limited Access to Secured Areas and Visitors

Buudda Brothers facility will consist of limited access areas. Buudda Brothers ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel.

Electronic Security System

We will install a comprehensive electronic security system with video surveillance/recording capability, third party monitoring, intrusion detection, and panic buttons.

Video Surveillance

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 1280x720 pixels. All video footage will be stored for a minimum of 90 days. Recordings are subject to inspection. This is sufficient to allow facial identification of anyone in or nearing the facility.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the following:

1. Manufacturing facility
2. Production area
3. The hallways leading into the manufacturing room and production room:
 - a. The camera placement must allow for recording of the facial features of any person entering or exiting such areas.
 - b. This covers all areas where cannabis is present or handled
4. Entrances and exits from both indoor and outdoor vantage points
5. Security Rooms
6. All limited access areas
7. Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises.
8. Areas storing the surveillance system device with at least once camera recording the access points to the secured surveillance recording area
 - a. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft
9. Video surveillance will cover external and internal areas 24/7 at a minimum of 15 frames per second

A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

Third-Party Monitoring

Buudda Brothers anticipates contracting with Target Securities to help deter, detect, and document security events at each facility from a remote location. Target Securities will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with Target Securities to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, the retail sales floor, storage rooms, and windows.

Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- ✓ A test signal shall be transmitted to the central station every twenty-four (24) hours;
- ✓ At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- ✓ The system shall include at least one (1) holdup alarm for staff use; and
- ✓ The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

Panic Buttons and Internal Communications

Panic buttons will be installed in easily accessible areas within the potential retail establishment, inventory/storage room, and IT/security room and manufacturing facility.

Fire Security

The Processing Facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of processing safety. As part of Buddha Brothers commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed-contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

Quality Control and Testing of Marijuana and Marijuana Products.

I. Table of Contents.

Preface and Introduction.....	1
Protocols for Submitting Marijuana and Marijuana Products for Testing.....	3
Sample Handling.....	4
Concentrates for Marijuana Infused Products.	5
Sample Storage.	5
Packaging and Shipping Samples.	5
Sanitary Requirements.....	6
Metals.	9
Pesticides and Plant Growth Regulators.....	9
Microbiological Contaminants and Mycotoxins.....	9
Residual Solvents.	10
Laboratory Testing Requirements By Product.....	11
Concentrates for Marijuana Infused Products.	12
Resin for Sale.....	12
Marijuana Infused Products.....	12
Protocols for Responding to Laboratory Results.....	12
Procedures for Investigating and Mitigating Contamination.....	14
Pesticides and Plant Growth Regulators Contamination.....	14
Residual Solvents Contamination.	14
Heavy Metals Contamination.....	14
Microbiological Contamination and Mycotoxin Contamination.....	14
Records.....	15

II. Preface and Introduction.

One of the most important aspects of producing cannabis is the final product. The final product must adhere to not only legal standards but also to our own. Accordingly, Buudda

Brothers recognizes the importance of quality control. The following text summarizes BB's quality control methods, especially as it relates to testing procedures.

Product safety involves several aspects: testing of the marijuana and marijuana products, the manner in which the product is handled and packaged, the manner in which it is stored, the environment in which all of the foregoing occurs, and information concerning the use of the product. Buudda Brothers 90 Sargeant Street Facility, LLC ("BB") policies and procedures address each of these areas in detail.

To assure product quality, all marijuana should be tested before reaching the consumer. The Cannabis Control Commission ("Commission"), pursuant to 935 CMR 500.160(1), dictates that prior to the sale of marijuana and marijuana products to cultivators, product manufacturers, and retailers, all recreational marijuana will have been subjected to testing by an Independent Testing Laboratory in compliance with protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determine by the Commission, including, but not limited to, the Protocol for Sampling and Analysis of Finished Recreational Marijuana Products and Marijuana-infused Products. Testing of environmental media (e.g. soils, growing media, and water) shall also be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries and Adult-Use of Marijuana, published by the Cannabis Control Commission.

At the Independent Testing Laboratory, marijuana will be tested for the cannabinoid profile and for contaminants. As set forth by 935 CMR 500.160(2), marijuana will be tested as specified by the Commission for mold, mildew, heavy metals, plant growth regulators, and the presence of pesticides. The specifications of the testing for these contaminants will be explained further in this policy document.

Through its Chief Executive Officer, BB will investigate an appropriate array of certified Testing Laboratories and identify the most qualified facilities. BB will concurrently conduct due diligence of its product suppliers and affiliates to ensure that the marijuana sold has been verified by qualified Independent Testing Laboratories.

III. *Protocols for Submitting Marijuana and Marijuana Products for Testing.*

BB will ensure that its products are subject to the following protocols and procedures related to the testing of Marijuana and Marijuana-Infused Products:

- ❖ Immediately before any sale of Marijuana or Marijuana Products, BB will segregate all raw harvested cannabis into homogenized batches and select a random sample from each batch for collection and testing by an Independent Testing Laboratory for the compounds and Contaminants set forth in 935 CMR 500.160.
- ❖ No Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
- ❖ In compliance with 935 CMR 500.160(10), Marijuana and Marijuana Products will not be available for sale or otherwise marketed for adult use until the Independent Testing Laboratory provides the results from its tests and analysis and the marijuana and marijuana products have been deemed to comply with the standards required under 935 CMR 500.160. BB and/or the Independent Testing Laboratory should:
 - Segregate and withhold from use of the entire batch that is currently being tested, except the samples that have been removed from testing;
 - Maintain the batch in a secure location consisting of adequate lighting, ventilation, temperature, and humidity during the period of segregation so as to prevent the marijuana from becoming contaminated or losing its efficacy;
 - The supplier shall ensure that only the leaves and flowers of the female marijuana plant are processed in a safe and sanitary manner, pursuant to 935 CMR 500.105(3)(a), as prescribed below:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination of mold, rot, other fungus, pests, and bacterial diseases satisfying the sanitation requirements in 105 CMR 500.000 Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
 - Prepared and handled on food-grade stainless steel tables with no contact with Licensees' or Establishment Agents' bare hands; and
 - Packaged in a secure area.

- Have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed as dictated by 935 CMR 500.105(11)(b);
- Storage areas shall be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests of any kind per the storage requirements in 935 CMR 500.105(11)(c) and (d);
- Have storage areas maintained in accordance with the security requirements set forth by the Commission in 935 CMR 500.110 as well as in BB's policies and procedures;
- Under no circumstances sell any marijuana from the withheld batch, before the time that the Independent Laboratory has completed its analysis and provided those results, either in writing or electronically, back to BB whom provided the sample; and,
- Per 935 CMR 500.160(9), all excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly
- ❖ Where a sample provided to an Independent Testing Laboratory does not pass the required testing parameters, the lot from which it was taken should be immediately disposed of in compliance with 935 CMR 500.105(12).

All marijuana and marijuana products cultivated by BB must be tested for the cannabinoid profile and for contaminants as specified by the Department including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Such testing is shown below in more detail.

IV. Sample Handling.

Once the marijuana cultivated by BB is properly labeled and the samples prepared, the samples will be transported to an Independent Testing Laboratory as soon as possible. Thus, appropriate storage and transportation policies must be in effect that protect the labeled samples against physical, chemical, and microbial contamination in compliance with the conditions set forth in 935 CMR 500.105(3). BB will adhere to the following protocols to maintain the integrity of the samples:

A. Concentrates for Marijuana Infused Products.

- ❖ Sample containers both empty and once containing samples should be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than (1) year.
- ❖ Preservatives and pre-preserved sample containers may degrade after several months. BB will contact the laboratory to verify limits on sample container use.
- ❖ All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- ❖ Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.

B. Sample Storage.

- ❖ Samples should be refrigerated or maintained on ice (4 degree Celsius +/- 2 degree Celsius) until they are shipped to the Independent Testing Laboratory.
- ❖ Placing the sample in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- ❖ To be considered valid, a designee employee or Chief Operational Officer prior to expiration of the technical holding time must analyze all samples. Some biological components have a holding time that is very short, roughly 24 to 48 hours from the time of collection.
- ❖ Samples should be maintained either under the supervision of the Chief Executive Officer, Chief Operational Officer, or designee employee responsible for the integrity of the samples.
- ❖ Chain of custody seals should be used by sample collection staff to ensure that samples are not tampered with following sample collection.

C. Packaging and Shipping Samples.

- ❖ Package the samples for shipping in a clean area free of contamination such as the BB Production area.

- ❖ Make sure that sample containers are clean, lids are tight and will not leak, and that all samples are properly labeled as described above. Covering labels with clear tape is recommended for protection in the event of a leak or damage to the package.
- ❖ Conduct, by a designee employee, an inventory of sample ID's against the chain-of-custody documentation form to make sure that all samples and containers are present.
- ❖ Seal sample containers in clear plastic bags with labels visible.
- ❖ If the samples need to be kept cold during transport, a designee employee must pack the samples in a clean waterproof metal or hard plastic ice chest or cooler with double-bagged ice or ice packs.
- ❖ Samples should be maintained at 4 degree Celsius +/- 2 degree Celsius at all times. A designee employee must be sure that the samples are already cool when preparing the package (sample) for shipping.
- ❖ When samples are shipped in a cooler, a designee employee must line the cooler with plastic (e.g. large heavy-duty garbage bag) before packaging. If the cooler has an external drain, make sure it is plugged.
- ❖ A designee employee must include a noncombustible absorbent packing material to protect the samples from damage.
- ❖ Enclose chain-of-custody forms and any other necessary documentation in a sealed waterproof plastic bag. If applicable, include instructions or a shipping label for return of the cooler.
- ❖ Remove the old shipping labels, if any, and seal the cooler or other container, with strapping tape.
- ❖ Use package tracking, if available, from the shipper.

V. Sanitary Requirements.

All Marijuana agents employed by BB whose job includes contact with Marijuana and Marijuana-related products will be expected to follow certain sanitary requirements for their own safety and for the integrity of the marijuana handled. The Commission requires, as set forth in 935 CMR 500.105(3)(b)(1), that any Marijuana Establishment Agent whose job includes contact with Marijuana or non-edible Marijuana Products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. Additionally, pursuant to 935 CMR 500.105(3)(c), agents

who develop or process edible marijuana must also comply with sanitary requirements. All Edible Marijuana Products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments. These agents will be appropriately trained, prepared, and monitored in their handling of marijuana and marijuana products.

Specifically, BB agents working in direct contact with the preparation of marijuana or non-edible marijuana products shall confirm to sanitary practices while on duty. Per 935 CMR 500.105(3)(b)(2), these designated agents shall maintain adequate personal cleanliness and wash hands thoroughly and in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated. Taking these steps will help to keep the product and the area clean and free from unwanted contaminants.

BB will provide the necessary facilities to assist employees and agents in fulfilling their duties. In adherence with 935 CMR 500.105(3)(b)(3), BB will provide employees with readily accessible toilet facilities and washing facilities that are maintained in a sanitary condition and in good repair, furnished with running water at a suitable temperature, located conveniently around its establishment. Hand-washing facilities will be located in areas such as BB's production area and areas where BB deems good sanitary practices require employees to wash their hands. Additionally, BB will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

In addition to requiring employee cleanliness, BB will take other measures in and around its facility to promote a clean and safe environment to handle marijuana and marijuana products. Pursuant to 935 CMR 500.105(3)(b), BB will enact the following protocols:

- ❖ There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- ❖ 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).
- ❖ Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

- ❖ There shall be adequate safety lighting in all Processing and storage areas, as well as areas where equipment or utensils are cleaned.
- ❖ Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
- ❖ 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. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.
- ❖ All toxic items shall be identified, held, and stored in a manner that protects against contamination of Marijuana Products. Toxic items shall not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the Premises.
- ❖ A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs.
- ❖ Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines.
- ❖ Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- ❖ 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.
- ❖ All vehicles and transportation equipment used in the transportation of Marijuana Products or Edibles requiring temperature control for safety must be designed, maintained, and equipped 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).

BB's executive team will be working hand in hand with architects, general contractors, and plumbers to ensure that its establishment is designed in a way and operates in a manner that best facilitates the establishment's purpose of cultivation.

VI. Metals.

Finished Adult-use marijuana products must be tested for the four metals: Arsenic (inorganic), Cadmium, Lead, and Mercury.

VII. Pesticides and Plant Growth Regulators.

A production batch of finished plant material may be dispensed to consumers if no individual pesticide or plant growth regulator is detected above 10 ppb. The minimum list of pesticides includes Bifenazate, Bifenthrin (synthetic pyrethroid), Cyfluthrin (synthetic pyrethroid), Etoxazole, Imazalil, Imidacloprid, Myclobutanil, Spiromesifen, and Trifloxystrobin.

VIII. Microbiological Contaminants and Mycotoxins.

Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile tolerant gram-negative bacteria are given in colony forming unit (“CFU”) counts per mass of product samples. The requirements for pathogenic E. coli and Salmonella spp. is based on detection in a 1-gram sample and the requirement for mycotoxins is based on the concentration per kilogram of sample. The limits of quantification thresholds for microbiological contaminants and mycotoxins are shown below:

Cannabis Material	Total Viable Aerobic Bacteria	Total Yeast and Mold (CFU/g)	Total Coliforms (CFU/g)	Bile tolerant Gramnegative Bacteria (CFU/g)	E. coli (pathogenic strains) and Salmonella spp.	Mycotoxins (3)
Unprocessed Materials (2)	10^5	10^4	10^3	10^3	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
Processed Materials (2)	10^5	10^4	10^3	10^3	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
CO2 and Solvent-based Extracts	10^4	10^3	10^2	10^2	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material

Footnotes:

2CFU: colony forming unit

(1) Except for mycotoxins, analysis requirements are based on AHP (2013).

(2) Unprocessed materials include minimally processed crude cannabis preparations such as inflorescences, accumulated resin glands (kief), and compressed resin glands (hashish). Processed materials include various solid or liquid infused edible preparations, oils, topical preparations, and water-processed resin glands ("bubble hash") (AHP, 2013).

(3) Mycotoxins include aflatoxin B1, aflatoxin B2, aflatoxin G1, aflatoxin G2, and Ochratoxin A.

IX. Residual Solvents.

Residual solvent testing is required only for marijuana resins and concentrates where solvents have been used within a Marijuana Establishment's production process. A production batch of cannabis oil may be dispensed as a finished adult-use marijuana product if: a laboratory analysis verifies that all solvents used at any stage of marijuana oil production are below the limits described below and if the production batch passes all other applicable testing requirements.

Concentration limits for Residual levels of Propane, n-Butane, or Iso-Butane that may be used in the production of cannabis oil are shown below:

Solvent (1)	Upper Limit (mg/kg)
Propane (CAS 74-98-6)	1
n-Butane (CAS 106-97-8)	1
Iso-Butane (CAS 75-28-5)	1

(1) The ingredients must be of purity suitable for use in food intended for human consumption. At a minimum, the solvent (gas) must be high-purity (>99%) of propane, n-butane, or isobutane, or a blend of these three hydrocarbon gases.

Concentration Limits for Residual Solvents that may be used in the production are shown below:

Solvent	Concentration Limit (mg/kg)
Acetic Acid	5,000
Acetone	5,000
Acetonitrile	410
Anisole	5,000
1-Butanol	5,000
2-Butanol	5,000
Butyl acetate	5,000
Tert-Butylmethyl ether	5,000
Chlorobenzene	360
Chloroform	60
Cumene	70
Cyclohexane	3,880
1,2-Dichloroethene	1,870
Dichloromethane	600
1,2-Dimethoxyethane	100

N,N-Dimethylacetamide	1,090
N,N-Dimethylformamide	880
Dimethyl sulfoxide	5,000
1,4-Dioxane	380
Ethanol	5,000
2-Ethoxyethanol	160
Ethyl acetate	5,000
Ethylene glycol	620

Ethyl ether	5,000
Ethyl formate	5,000
Formamide	220
Formic acid	5,000
Heptane	5,000
Heaxane	290
Isobutyl acetate	5,000
Isopropyl acetate	5,000
Methanol	3,000
2-Methoxyethanol	50
Methyl acetate	5,000
3-Methyl-1-butanol	5,000
Methylbutylketone	50
Methylcyclohexane	1,180
Methylethyl ketone	5,000
Methylisobutyl ketone	5,000
2-Methyl-1-propanol	5,000
N-Methylpyrrolidone	530
Nitromethane	50
Pentane	5,000
1-Pentanol	5,000
1-Propanol	5,000
2-Propanol	5,000
Propyl acetate	5,000
Pyridine	200
Sulfolane	160
Tetrahydrofuran	720
Tetralin	100
Toluene	890
1,1,2-Trichloroethylene	80
Xylene	2,170

X. Laboratory Testing Requirements By Product.

Various products must meet specific requirements in order for sale and marketing. In adherence with 935 CMR 500.160(11), single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). This section outlines for employees what procedural steps should be taken based on the product.

A. Concentrates for Marijuana Infused Products.

Prior to being made available for sale, concentrates will be tested for cannabinoid profiling, heavy metals, microbiological contaminants, and residual solvents. Concentrates must be tested for metals, as well as residual solvents if solvents were used in the establishment's production.

B. Resin for Sale.

Prior to being made available for sale, resins will be tested for cannabinoid profiling, heavy metals, microbiological contaminants, and residual solvents.

C. Marijuana Infused Products

All Marijuana Infused Products will be produced from cannabis concentrates or cannabis resin. Testing of cannabis concentrates and resin will adhere to the testing protocols described above. Prior to being made available for sale, Marijuana Infused Products and batches made from cannabis concentrate will be tested for cannabinoid profiling and microbiological contaminants.

Production batches will be discarded and not dispensed to consumers if any biological contaminant limit is exceeded. Prior to being made available for sale, Marijuana Infused Products will be tested for cannabinoid profiling and heavy metals.

XI. Protocols for Responding to Laboratory Results.

If any analysis fails to meet all applicable data quality objectives, then the finished Marijuana or Marijuana products cannot be dispensed.

If the testing from the Independent Testing Laboratory reveals that the contaminant levels are unacceptable in any way, BB will respond accordingly. In accordance with 935 CMR 500.160(3), BB will have a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable limits, including:

- ❖ Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch; and
- ❖ Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.

Additionally, if not already packaged and labeled, products will be examined by a designee employee for visual defects in the packaging for obvious deficiencies in the product. Pursuant to 935 CMR 500.160(3)(b) and (c), any testing results that reveal unacceptable contaminant levels will be reported to the Commission by both BB and by the Independent Testing Laboratory, separately and directly. BB's notification to the Commission will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Further, in the event that marijuana cultivated within BB's facility has unacceptable contaminant levels, BB can also choose to retest the marijuana and/or remediate the problem. Per 935 CMR 500.160(12), Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. However, Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

If a sample has failed the required testing parameters after being re-tested, BB will immediately dispose of the lot from which the same was taken according to the Waste Disposal Regulations in 935 CMR 500.105(12).

The Chief Executive Officer or Chief Operational Officer will be responsible for investigating and assessing the source of any contamination and implementing policy or procedural changes to eliminate the source of contamination and to mitigate the risk of future contamination of any marijuana or marijuana products BB cultivates.

XII. Procedures for Investigating and Mitigating Contamination.

BB has developed a set of procedures for investigating and mitigating contamination based on the kind of contamination. The procedures are set out in detail below.

A. Pesticides and Plant Growth Regulators Contamination.

- ❖ Analyze and evaluate test results that consist of pesticides, nutrients, and other products used in the BB cultivation process;
- ❖ Analyze and evaluate test results that consist of soils and/or mediums used in the BB cultivation process; and
- ❖ Analyze and evaluate test results that consist of water sources used in the BB cultivation process.

B. Residual Solvents Contamination.

- ❖ Review and follow BB's general protocols.

C. Heavy Metals Contamination.

- ❖ Analyze and evaluate test results that consist of pesticides, nutrients, and other product used in the BB cultivation process;
- ❖ Analyze and evaluate test results that consist of soils and/or mediums use in the BB cultivation process;
- ❖ Analyze and evaluate test results that consist of water sources used in the BB cultivation process;
- ❖ Review BB chain of custody and growing protocols for marijuana plants; and
- ❖ Review BB sampling protocols.

D. Microbiological Contamination and Mycotoxin Contamination.

- ❖ Analyze and evaluate the cleanliness of BB's cultivation areas;
- ❖ Review BB's cultivation protocols and environmental conditions/controls in the cultivation, trim, and curing rooms;

- ❖ Review BB chain of custody and growing protocols for marijuana plants; and
- ❖ Review BB sampling protocols.

XIII. Records.

As with all of its other records, BB will maintain the results of all testing for a period of time for completeness and accountability. The Commission requires, as set forth in 935 CMR 500.160(4) that an establishment shall maintain the results of all testing for no less than one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.

Each production batch cultivated by BB, whether it be Marijuana or Marijuana Products (e.g. cannabis resin or concentrates) must be given a sequential identified for product tracking and labeling.

BB will maintain its testing records in a form and manner established by the Commission. In accordance with 935 CMR 500.105(9), BB will maintain written records that will be available for inspection by the Commission upon request. BB will maintain these records for at least two years after BB's closure, if such a closure occurs.

Record Keeping Procedures.

BB recognizes the importance of record keeping and maintenance not only to the operation of its business but as a window of transparency between BB and the Commission, the City of Holyoke and the Commonwealth of Massachusetts. The establishment will keep accurate, up-to-date records of all business activities, including operating procedures, inventory records, personnel records, business records and waste disposal records. All records will be made available for inspection by the Commission upon request as dictated by 935 CMR 500.105(9). BB's robust record-keeping procedure will allow for better accountability and apparent organization.

Inventory.

BB will keep a record of all its inventory received, stored, dispensed and wasted. Pursuant to 935 CMR 500.105(9)(b), BB will maintain accurate, written records of inventory as required by 935 CMR 500.105(8). Specifically, BB will use the seed-to-sale tracking system Metrc to preserve government compliance. Metrc will create a verifiable chain of custody and record of activity for each inventory item at BB until the product is dispensed or destroyed by the assignment of unique lot/batch numbers and Metrc integrated barcoding technology. In adherence to 935 CMR 500.105(9) BB will also maintain our record in accordance with generally accepted accounting principles.

In addition, Metrc will provide support for, and document and record, the following activities:

1. *Traceability.* In adherence to 935 CMR 500.105(8)(e), all marijuana products will be tagged and tracked using a Commission-approved seed-to-sale methodology. The Metrc system allows for the assignment of identifying information, such as the name of the product and a lot/batch and control number, for each marijuana product at any stage in the process of manufacture or distribution. Inventory Control labels produced by the system, will be affixed to each container of marijuana that contain this information making it possible to determine the complete manufacturing history of each package or container of marijuana.
2. *Initial, Monthly and Annual Inventories.* Consistent with 935 CMR 500.105(8)(c), BB will have a record of initial, monthly and annual inventory. The system's reconciliation feature provides support for conducting and maintaining historical records of all inventories conducted by BB, to include, at a minimum, the date of the inventory, a summary of the inventory findings and

- the name, signature and title of the individuals who conducted the inventory
3. *Records of Disposal/ Destruction of Marijuana.* The system provides support for and creates and maintains historical records of each disposal of marijuana. In accordance with 935 CMR 500.105(8)(d), each record of disposal, which will be kept for at least three years unless otherwise extended by an enforcement action or order by the Commission, will contain:
 - a. The date;
 - b. The quantity disposed of;
 - c. The manner of disposal;
 - d. The location of the disposal; and
 - e. The name and electronic signatures of the BB agents present during the disposal.
 4. *Test Results.* Since each lot/batch of marijuana or usable marijuana is unique to the system, laboratory test results can be uploaded into the product record. Test results captured by the system include cannabinoid and tetrahydrocannabinol content (potency) and analyses conducted for the purpose of identifying the presence of pests, mold, mildew, heavy metals and pesticides.
 5. *Product Recall.* The system's lot/batch tracking capabilities and integrated sales record management feature allow for the timely identification of any lot or batch of marijuana that is found to be unsafe for use and provide for the prompt identification and notification of customers whom may have received the product.

Business Records.

In addition to the inventory records kept by BB using the Metrc system, BB will also keep an accurate, current accounting of all business records. BB will employ a qualified personal business accountant to manage, on a regular basis, BB's financial and business accounting. The measured contracting of an experienced professional gives BB the confidence that BB is complying with all laws and regulations and that all of its records will measured, factual and up-to-date. BB will also use the Metrc system to concurrently track sales and transactions.

BB will keep a variety or computerized records, overseen by its accountant. Pursuant to 935 CMR 500.105(9)(e), the business records will include:

1. Assets and liabilities;
2. Money transactions;
3. Books of accounts, which shall include journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the establishment, including members of the nonprofit corporation, if any.

Operating Procedures.

BB will also keep a record of its operating procedures as well as other corporate governing documents. As required by 935 CMR 500.105(1), BB will maintain detailed written operating procedures that include the following:

1. Security measures in compliance with 935 CMR 500.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. Current operating hours and after-hours contact information, which will be provided to the Commission and made available to law enforcement officials upon request;
4. Storage of marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various form(s) in which marijuana will be sold;
6. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
7. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
8. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
9. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
10. Alcohol, smoke, and drug-free workplace policies;
11. A plan describing how confidential information will be maintained;
12. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the

Commission; or

- c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority;
- 13. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual;
 - 14. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution;
 - 15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old; and
 - 16. Policies and procedures for energy efficiency and conservation that shall include:
 - a. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Additionally, BB will store copies of corporate governing documents in a secure, fire rated, locking cabinet at an offsite storage location and maintain copies of such records on a cloud based storage/filing system, such as Google Drive or Dropbox, for easy retrieval in the event of an incident or disaster. Such records include articles of formation, certificates of good standing, bylaws, amended bylaws, board meeting minutes, and resolutions.

Personnel Records.

BB will maintain a comprehensive record of personnel currently and formerly employed at the establishment, including paid and non-paid employees. BB will utilize a human resource system capable of digitally storing and organizing all staffing plans, schedules, on-duty reports, employee background check results, performance evaluations, training certifications, and any other personnel records. In accordance with 935 CMR 500.105(9)(d), the system will maintain a personnel record for each employee, principal officer, director, board member, agent or volunteer that includes, at a minimum, the following:

1. The full name, date of birth and address of the individual along with any current or past aliases or maiden names;
2. Copy of individual's verified personal identification document;
3. Attestation the individual will not engage in the diversion of marijuana products;
4. Any written acknowledgement by individual concerning any limitations on their authorization to cultivate, harvest, prepare, package, possess, transport or dispense marijuana in Massachusetts;
5. Background information, including description and dates of any criminal, civil or administrative actions, or denial, suspension or revocation of any licensing or registration for any type of business or profession or any pending or unresolved complaints;
6. The title held by the individual and a job description, including an organizational chart consistent with the job description (935 CMR 500.105(9)(d)(1);
7. Individual's references and documentation of verification of these references;
8. Employment contract and description of duties, authority, responsibilities, qualifications, supervision;
9. Documentation of all required training, including training regarding privacy and confidentiality requirements, and signed statement of individual indicating date, time and place they received said training and topics discussed, including the name and title of presenters;
10. Documentation of periodic performance evaluations;
11. Record of any disciplinary action taken;
12. Notice of completed responsible vendor and eight-hour related duty training as required by (935 CMR 500.105(2);
13. A Job description for each agent;
14. A personnel record for each agent;
15. A staffing plan that will demonstrate accessible business hours and safe

- manufacturing conditions;
- 16. Personnel policies and procedures; and,
- 17. All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9).

To guarantee that the establishment is employing upstanding individuals in the community, BB will also run background checks on all employees and maintain such records. In compliance with 935 CMR 500.105(9)(d)(5), all background check reports obtained in accordance with 935 CMR 500.030 will be kept in a secure area. BB will use a comprehensive human resource management system to store background check results with the rest of the personnel records. In addition to the background checks and individual personnel records, BB will also store its personnel policies and procedures in the same location, consistent with 935 CMR 500.105(9)(d)(4).

BB has also developed a policy to maintain its records to build a dependable, comprehensive snapshot of its personnel, past and present. In adherence to 935 CMR 500.105(9)(d)(2), all records for employees, agents and volunteers of BB will be kept for at least 12 months after the termination of the individual's affiliation with the establishment. Further, BB has established a record retention policy that dictates the maintenance of personnel records for five years from the date of termination of affiliation.

Closure of Establishment

BB is prepared to face every stage of its business, including its closure. But BB also recognizes that the closure of a business does not mean the ceasing of business activities. Due to the importance of business records, it is imperative to maintain company records post-closure for at least a period of time. The Commission, set out in 935 CMR 500.105(9)(f), requires an establishment to retain all records for at least two years following the establishment's closure at its own expense and in a form and location acceptable to the Commission. Thus, BB's policy will be to maintain all records for at least two years from the date of the establishment's closure. BB will also keep these records in a form and location approved by the Commission.

BB's unyielding dedication to accurate and current record-keeping and maintenance drives BB to employ the best methods to manage its records. Thus, BB has employed a professional, qualified accountant to manage its financial and business records and has placed the trusted system Metrc at the helm of its product tracking. BB is confident that these measures will elevate its record management and provide appropriate transparency for the Commission.

Maintaining of Financial Records.

In addition to other records kept by Buudda Brothers 90 Sargeant Street Facility, LLC (“BB”) using the Metrc system (e.g., inventory), BB will also maintain financial records using Metrc. BB will also employ a qualified personal business accountant to manage, on a regular basis, BB’s financial and business accounting. The contracting of an experienced professional gives BB the confidence that BB is complying with all laws and regulations and that all of its records will be measured, factual and up-to-date. BB will also use the Metrc system to concurrently track sales and transactions.

The policies and procedures for maintenance of financial records will coincide with BB’s *Record Keeping Procedures*.

BB will keep computerized records, as overseen by BB’s accountant. Pursuant to 935 CMR 500.105(9)(e), the financial records will include:

1. Assets and liabilities;
2. Money transactions;
3. Books of accounts, which shall include journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the establishment, including members of the nonprofit corporation, if any.

Metrc features password protection and unique codes that will be used as electronic signatures. Records will be kept of all logins and records created or edited during that login time.

Any paper records will be stored in locked cabinets in our storage room only giving access to certain employees. Any hard-copy information that is not filed will be shredded.

Buudda Brothers
90 Sargeant
Street Facility,
LLC Marijuana
Manufacturing
Qualifications &
Training Manual

Table of Contents:

SECTION ONE: MANUFACTURE OF MARIJUANA (Analysis / Differences / Instruction)

Requirements for the Manufacturing Environment..... page 3

Oils page 5

Harvest & Export page 5

SECTION TWO: BUSINESS (Professionalism / Community / Equality Opportunities)

Access to Human Resource.....page 7

Marijuana Establishment Agent Training page 9

Certification Training Program

Standards page 10

SIGNATURE PAGE: (This page is to be signed after the training process is complete)

Signings..... page 12

SECTION ONE: MANUFACTURE OF MARIJUANA

Analysis / Differences / Instruction

Requirements for the Manufacturing Environment

It is important to have a spacious and clean manufacturing environment, that is adaptable to the growing climate of marijuana. This means that:

- 1) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 2) Litter and waste should be properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests.
- 3) The operating systems for waste disposal be maintained in an adequate manner.
- 4) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 5) There should be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
- 6) Buildings, fixtures, and other physical facilities should be maintained in a sanitary condition, as well.
- 7) 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.

- 8) It is important that employees recognize that equipment and utensils shall be designed and of such material and workmanship, to be adequately cleanable.
- 9) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.
- 10) A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs.
- 11) Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines.
- 12) A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- 13) Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms, and 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.
- 14) All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed,

maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements.

- 15) All Marijuana Establishments, including those that develop or process edible marijuana products, shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements. These are Minimum Sanitation Standards for Food Establishments.

Oils

Before looking at ways in which cannabis is harvested and exported, it is important to understand the three general forms that cannabis can take. This includes marijuana which is made of the dried leaves of the cannabis plant, hashish which is made from the secreted gum of the cannabis plant, and lastly, the hash oil, which is the oil that comes from the cannabis plant.

Marijuana and hashish can be smoked or baked into cookies or brownies. Hash oil can be smoked from rolled cigarettes or water pipe bongs. Customers should also be aware of cannabis consumption through tea, edibles, topicals, tinctures, juicing, and vaporizing.

Harvest & Export

In order to harvest marijuana, it is important to determine the ripeness of the female plant by observing the white hairs on the plant. The hairs of a mature plant will turn brown and this is a

sign that it is time to harvest when fifty to eighty percent of the hairs are a brown color. Another means of which to determine the readiness of a plant for harvest is by observing the trichomes and whether or not they are an amber color. Plants require two to four months for flowering, and there is no need for fertilizer within their last two weeks. It is important to have cleanliness and organization when harvesting. The canopy structure of the plant is important in moving through large quantities of materials, and this can only be done with adequately timed processes.

It is important for harvesters to be aware of the types of plants being grown, have knowledge of the amount of CO₂ present, as well as nutrient requirements, and the type of light conditions needed for each plant type. In order to determine what is best for the plant, it is important to observe the development and the trichomes within the duration of the maturation phase, in order to harvest the plants at the appropriate time.

With an even split of 12 hours daylight and 12 hours darkness, the Indica plant requires almost 60 days of flowering for it to reach an adequate time of harvest. Krushes and Hybrids on the other hand require 75 days and Sativas require 90 days. Indoor based dispensaries often make the mistake of allowing the Sativa plants reach full maturity, because they harvest them too soon. It is for this reason that magnifying instruments are important in observing the trichomes and the colors of the plants. In order to identify trichomes, it is important to know what they are. Trichomes grow on calyxes and are the flowering parts of a female cannabis plant. If these parts are clear, then they are likely not ready to be harvested. When they become a more white and milk-like color, they are ready to be harvested, but when they become an amber or orange color, this means that the cannabinoids are degrading.

Many harvesters tend to test their plants before planning an official harvest for sales. Most importantly, it is important to avoid the easily preventable problems that come with running a dispensary, which are the lack of planning, insufficient or undertrained laborer, mold contamination, inadequate drying and curing processes, and of course, theft.

For exportation, harvesters need to be aware that cannabis consists of around 70 to 80 percent water and that exposure to increased amount of light will cause the plant to dry too quickly, so it is important to maintain a consistent climate when transporting and drying the plant.

SECTION FOUR: BUSINESS

Professionalism / Community / Equality Opportunities

Access to Human Resources

Within the marijuana industry, there is a greater interest in hiring human resource professionals who stand behind the legalization of marijuana in various states and social places. It is beneficial to hire those who are involved in and knowledgeable on the progression of cannabis laws in order to properly execute the adequate human resource practices for this sector of business. Every industry requires its employees to have access to Human Resources but this is only beneficial if the professional has knowledge on the culture of the business.

There are current platforms being created in the country by inputting Colorado's marijuana laws into a software platform, in order to reduce the compliance responsibility for dispensary human resource professionals. Much like hiring adequate human resource professionals, it is also a challenge to hire employees for dispensary positions due to the necessity of thorough background checks and regulations determined by state laws, which occur when hiring for dispensary work.

A primary human resource issue is that banks have a difficult time working with dispensaries because the American federal government has not fully legalized weed yet, in spite of eight states having done so. This fear between banks and dispensaries leads to the problematic exchange of cash as opposed to electronic payrolls. However, solutions are currently being introduced that are trying to permit banks and credit unions to create electronic payrolls for employees at dispensaries so that they can be paid through direct deposit.

Human resource professionals that specialize in work with marijuana dispensaries believe that they can provide employees with the benefits they need in order to be successful in providing benefits to the dispensary industry by compliance regulation. It is for this reason that it is important for dispensaries to hire and be in contact with human resource professionals that are pro-cannabis use and knowledgeable on its laws across the whole of the United States.

Marijuana	Establishment	Agent	Training
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Marijuana Establishments shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to:

- 1) The roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program.
- 2) At a minimum, staff shall receive eight hours of on-going training annually.
- 3) In terms of Responsible Vendor Training, on or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
- 4) Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
- 5) After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
- 6) Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

- 7) Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Certification	Training	Program	Standards
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No owner or employee of a responsible vendor program shall have an interest in a licensed Marijuana Establishment. This means that:

- 1) Program providers shall submit their programs to the Commission every two years for approval as a responsible vendor program.
- 2) The program shall include at least two hours of instruction time.
- 3) The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified.
- 4) The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three years. The provider shall make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours
- 5) The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee. Attendees who can speak and write English must successfully pass a written test with a score of 70% or better.

- 6) Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better. Program providers shall solicit effectiveness evaluations from individuals who have completed their program.

Signature Page

This page is to be signed after the training process is complete.

Name: _____

Date: _____

Signature: _____

Personnel Policies Including Background Checks.

Buudda Brothers 90 Sargeant Street Facility, LLC ("BB or "Company")'s greatest asset is our team. BB is dedicated to an exceptional customer service experience delivered with a helping hand, a sense of warmth, quality, and safety. BB's personnel policies, including background checks, are found in BB's staffing plan, employee handbook, and employment agreements.

Staffing Plan.

The hiring of agents must follow established procedures. The Human Resources Manager will ensure compliance with local, state and federal laws regarding the hiring and employment screening processes. BB retains legal counsel to ensure BB's employment policies comply with local, state and federal employment laws.

The staffing plan is based on business plan assumptions and best practices and may be adjusted in accordance with actual operating needs. Employees deemed with the responsibility of hiring potential employees will coordinate with the Chief Executive Officer, Chief Operational Officer, and/or General Manager to acquire all staff. The acquisition process may vary depending on the vacant position and special circumstances. The acquisition process will be managed by the Human Resource Manager and/or employee designated with the responsibility to hire staff and will always include performing a criminal background check on the selected candidate to determine their eligibility, new hire orientation and training only upon successful registration and completion of the probationary period.

All managers must comply with all Equal Employment Opportunity Commission ("EEOC") guidelines. None of our policies or practices discriminate based on or conflict with laws regarding the following: race, height and weight, credit rating or economic status, religious affiliation or beliefs, citizenship, marital status and number of children, gender, arrest and convictions, security/background checks for certain religious or ethnic groups, disability, medical questions and examinations.

Positions will only be filled according to the established protocols.

Staff Acquisition Process:

- ❖ Identification of need;
- ❖ Job classification and job description preparation;
- ❖ Solicitation of the vacant position utilizing the methods that best fit the position;
- ❖ Reviewing resumes on qualified candidate;
- ❖ Performing and recording reference checks on qualified candidates;
- ❖ Scheduling first interviews with the Human Resources Manager;

- ❖ Scheduling second interviews with strong candidate with the Human Resources Manager and department manager;
- ❖ Delivery of an offer letter to the first choice candidate;
- ❖ Performing criminal background check on selected candidate;
- ❖ Send application to the state for registration; and
- ❖ Completion of the probationary period.

Applicant Screening and Monitoring.

Pre-screening Potential Candidates

The Human Resources Manager will pre-screen candidates by stating clearly to potential applicants what items and prerequisites will be needed to properly qualify the employment application. This will streamline BB application process by having applicants review the information and then determine whether or not they meet the qualifications. This is part of the proactive pre-screening process that ensures applicants who submit their information will pre-qualify based on the specific information needed later in the process.

Any applicant who has submitted a complete application for employment will have a professional background check conducted. This investigation will be in addition to a secondary verification and will be noted that he/she will soon be licensed as a cannabis agent and thus allowed to work within the facility. The investigation will be conducted to ensure the potential agent does not have any felony convictions, which would bar them from employment. The investigation will also check for any crimes of moral turpitude, whether it was a misdemeanor or a felony. Any indication of past crimes of moral turpitude will be a bar to employment.

As also stated on page 9, BB will employ a professional background check service, in order to comply with the strict laws of background checks.

Adjudication and Alerts

BB will provide a criminal record(s) adjudication policy as part of the screening process. FCRA-mandated Adverse Action letters for candidates that fail to meet specific criteria set forth by the organization will be delivered to candidates.

Drug Screening

BB will utilize a drug testing service provider who will track results, provide reports and ensure the company stays in compliance with the Cannabis Control Commission (“CCC”) regulations. The Human Resources Manager will develop and update drug-testing policies. A basic DOT Five Panel Drug Test (urine conventional) will be used. Cannabis use by a qualified patient is not a

disqualification for employment. The following drugs will be tested from the applicant's urine sample: amphetamines (amphetamine and methamphetamine), benzoylecgonine (cocaine metabolite), cannabinoids (cannabis metabolite and THC-COOH), Opioids (codeine and morphine) and phencyclidine (PCP).

The Human Resources Manager will request all required criminal and drug screens to be updated every two years. All agents are required to notify the company whenever they have any encounter with law enforcement. The Human Resources Manager will determine if an additional background screening should be performed upon the agents notice. A post-accident drug screening may be performed at the Human Resources Manager's discretion or if required for worker's compensation purposes.

1st Interview

The first interview will consist of a face-to-face meeting with the Manager of the department the applicant is interviewing for a position in. No more than 5 applicants will be selected for a first interview. The purpose of this interview will be to help determine:

- ❖ Level of knowledge regarding cannabis operations;
- ❖ Existing skill set relevant to the duties of the job offered;
- ❖ Their capacity to learn new skills and grasp concepts (specifically regulatory concepts); and,
- ❖ Potential to commit theft or fraud.

At least two references will be contacted and details of the interview confirmed. A solid background (or an appropriate level of education/experience relating to the position offered), a clean record and indicia of honesty will be requisites for the second interview.

Final Interview

The Chief Executive Officer, Chief Operational Officer, and/or General Manager may conduct the final interview. No more than three candidates will be selected for the final interview. The interviewer will ask a variety of questions intended to assess the applicant's ability to interact with others and work according to Buudda Brothers policies. The final decision will be made by the interviewer (CEO, COO and/or General Manager) with input from the supervisor and/or manager who conducted the first interview. For management positions, the Executive team along with the General Manager will jointly conduct the final interview with the department manager. All potential agents must go through the entire process.

Each new hire will begin work on a three-month trial period of employment. At the end of the three months, their department manager will conduct an assessment of the agent's performance.

BB also intends to provide training and technical assistance to train minorities and people convicted of drug offenses to work in the industry, and look forward to being able to offer a more fair and equal opportunity for employment.

Dispensary Specific Staff

Dispensary Staff Required During Hours of Operations

Buudda Brothers retail location will have a minimum of four staff member's scheduled during operating hours, which will be between 8 A.M. – 8 P.M. One must be the dispensary agent-in-charge, and the other must be a security officer or receptionist who may also be a licensed security guard. There will be one uniformed security guard and a dispensary agent-in-charge on the premises at all times during operating hours.

Necessary Skills and Aptitude:

- ❖ Empathy;
- ❖ Previous experience in cannabis or healthcare preferred;
- ❖ Accurate data-entry and record keeping;
- ❖ Strong attention to detail;
- ❖ Superior customer service skills;
- ❖ Excellent communication skills;
- ❖ Able to handle emergencies and make sound decisions;
- ❖ Proficiency in Windows-based software and internet navigation; and
- ❖ Knowledge of cannabis policies and law(s).

Dispensary Manager

Responsible for day-to-day dispensary operations, manages all agents, agent training, monitors inventory and reports any loss or irregularities.

Assistant Manager

Works with the Dispensary Manager to ensure dispensary operations are successful and compliant.

Agent-in-charge

The agent-in-charge is a designation, usually held by the Dispensary Manager or Assistant Manager. Responsible for supervising other agents and all duties described in the regulations. May also be a temporarily assigned position to a capable agent.

Security and/or Reception

Gatekeeper to the dispensary. Verify customers. Responsible for regulating the safe flow of customers, and overseeing access to all limited access area(s).

Recordkeeping

All records of Buudda Brothers Marijuana Establishment will be available for inspection by the Commission, on request. In accordance to 935 CMR 500.105(9)(d) Buudda Brothers will maintain the following personnel records;

- ❖ Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- ❖ A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 1. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 2. Documentation of verification of references;
 3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 4. 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;
 5. Documentation of periodic performance evaluations;
 6. A record of any disciplinary action taken; and
 7. Notice of completed responsible vendor and eight-hour related duty training.

Plan for maintaining confidential information and records

In accordance to 935 CMR 500.105 (1)(l), BB will maintain confidential information and other records required to be maintained in a confidential manner. Buudda Brothers has designed a confidentiality policy to explain how we expect our employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about customers, colleagues, partners and our company. Buudda Brothers wants to make sure that all sensitive information is secured and well protected. This policy affects all members of Buudda Brothers, including, but not limited to, board members, investors, executives, employees, contractors and volunteers, and/or anyone working directly and/or indirectly with Buudda Brothers who may have access to confidential information.

Confidential and proprietary information is secret, valuable, expensive and/or easily replicated and must be maintained securely. Below are various examples of confidential information that Buudda Brothers plans on maintaining:

- ❖ Unpublished financial information

- ❖ Data of customers, partners and vendors
- ❖ Patents, formulas and/or new technologies
- ❖ Customer lists (existing and prospective)
- ❖ Data entrusted to our company by external parties
- ❖ Pricing and/or marketing and other undisclosed strategies
- ❖ Documents and processes explicitly marked as confidential
- ❖ Unpublished goals, forecasts and initiatives marked as confidential

Employees of BB may have various levels of authorized access to confidential information.

To properly maintain confidential information and records, employees will be asked to do the following:

- ❖ Store, lock and/or secure confidential information, such as, but not limited to, financial books, records of assets and liabilities, transactions, agreements, checks, invoices, vouchers, personnel records of both employees and/or customers, taxes, and any other records associated with operating our Retail Marijuana Establishment;
- ❖ Encrypt electronic information and safeguard databases;
- ❖ Shred confidential documents when they're no longer needed, or deemed unnecessary.
- ❖ Only view confidential information on secured devices, such as, but not limited to, Buudda Brothers primary system, Metrc and/or secondary system MJ Freeway;
- ❖ Only disclose information to other employees when it is deemed necessary and authorized;
- ❖ Keep confidential documents inside our company's premises, specifically BB's storage room, unless it is absolutely necessary to move them;
- ❖ Sign non-compete and/or non-disclosure agreements ("NDAs"); and,
- ❖ Ask for authorization by senior management to allow access to certain confidential information.

Employees should not, under any circumstance:

- ❖ Use confidential information for any personal benefit or profit;
- ❖ Disclose confidential information to anyone outside of Buudda Brothers; and,
- ❖ Replicate confidential documents and files and store them on unsecured devices.

Executives and/or General managers will take measures to ensure that confidential information is well protected and that employees are following confidentiality procedures.

Exceptions

Confidential information may occasionally have to be disclosed for legitimate reasons, to departments and/or authorities, such as, but not limited to Cannabis Control Commission (“CCC”). In such cases, employees involved should document their disclosure procedure, collect all needed authorizations, and present all necessary documentation upon request.

Disciplinary Consequences

Employees who does not respect or abide by such plans will face disciplinary, and possibly, legal actions. Buudda Brothers will investigate every breach of this policy and will terminate any employee who willfully or regularly breaches our confidentiality guidelines.

Employee Handbook.

BB’s Employee Handbook is subject to the provisions of official company policy documents, including insurance and benefits policies, plan documents, and applicable law. All Company employees are required to abide by the terms of this Employee Handbook as a condition of employment. The manual, which is furnished to all employees upon being hired, addresses:

- ❖ Introduction Employment Policies
- ❖ Employment Policies
- ❖ Payroll Practices
- ❖ Standards of Conduct
- ❖ Employee Benefits
- ❖ Time Off and Leaves of Absence

Alcohol & Drug Free Workplace

BB will enforce an alcohol, smoke, and drug-free workplace policy by having each employee and associated agent sign a Alcohol & Drug Free Workplace Policy Agreement, which explicitly prohibits:

- ❖ The use, possession, solicitation, sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company premises;
- ❖ Being impaired or under the influence drugs or alcohol outside of Company 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, sale of legal or illegal drugs, or alcohol away from Company 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; and,

- ❖ 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 while on company business. ("Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.)

Also, BB will conduct drug and/or alcohol testing under any of the following circumstances:

- ❖ FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol test any time that company feels an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- ❖ POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Important employee policies from handbook.

Employees are prohibited from bringing bags, backpacks, and lunch boxes into the work areas. Any personal belongings such as cellphone or valuables wallets are to be locked in their assigned locker. Lockers will be located where the employees will check in/out of the facility. Check in/out area will be monitored by manager and video recording.

Employees are encouraged to leave all personal belongings and valuables at home, or locked in the trunk of their car parked on our property and under video recording. For personal safety employees are encouraged to exit and enter the building as a group, or even car pool together.

At any time employees are not on company premises, badges and registration cards are required to be kept secure and out of sight from the public.

If an employee has been or feels like they are at risk of injury, or have been harassed, bullied, discriminated or unfairly treated in any manner it is their duty report such incident immediately to management, to be investigated, documented, and follow-up actions will be taken. Managers will also periodically ask employees about any of these risks or items occurring.

Disciplinary action and termination of employment.

If an employee fails to abide by any of the rules in our policies, or employment contract, employees may be subject to disciplinary action, and possibly termination of employment.

Employee shall be immediately terminated if

- ❖ Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
- ❖ Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- ❖ Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Background checks.

BB will engage an independent entity to conduct background checks on each potential employee, to the fullest extent of the law. Outsourcing background checks to third-party will provide the greatest benefit, because of third party vendor will have access background databases that BB will not, and are more equipped to do extensive background searches if need be.

Wellbeing.

BB aims to create a workplace culture that values, supports and promotes programs that improve the physical, mental and wellbeing of employees.

BB aspires to create a safe, healthy, cheerful and optimistic work environment through activities underpinned by the guiding principles that wellbeing initiatives should:

- ❖ Promote positive health and wellbeing for all employees
- ❖ Be informed by the World Health Organization
- ❖ Increase the health knowledge and skills of employees
- ❖ Create health promoting environments
- ❖ Promote and facilitate programs that increases ones physical being.

Buudda Brothers Code of Ethics

Employees shall, in performing his or her duties:

- ❖ Be timely—arrive on time and notify someone within the company if one is running late;
- ❖ Be respectful of the workplace;
- ❖ Be responsive;
- ❖ Treat members of the public and colleagues with courtesy and sensitivity to their rights, duties and aspirations;
- ❖ Act with the quality of having strong moral principles, honesty and decency;
- ❖ Act in a way that treats all rivals or disputants equally;
- ❖ Comply with any lawful and reasonable direction given by a person having authority to give direction;
- ❖ Not take, or seek to take, improper advantage of his or her position to obtain a benefit for the employee or any other person;
- ❖ Not make improper use of the property of the company;
- ❖ Avoid waste in the use of the property of the company;
- ❖ Be mindful of company procedures and or instructions;
- ❖ Shall never use or disclose, unless authorized, any company confidential information;
- ❖ Disclose conflicts of interests;
- ❖ Not make a comment that he or she is not authorized to make where the comment may be expected to be taken to be an official comment; and,
- ❖ Exercise legitimate care and skills;

Resolving Workplace Issues

- ❖ All employees will be asked to be communicative, clear and friendly;
- ❖ Monitor potential harassment, and or bullying;
- ❖ Provide constructive and positive feedback; and,
- ❖ Implement an open door protocol in which an executive, or manager leaves their door open, figuratively speaking, in order to encourage productive communication within the workplace.

Restricting Access to Ages 21 and Older.

Perimeter Security

Buudda Brothers 90 Sargeant Street Facility (“BB”) will employ the following safety features to ensure perimeter safety by proactively preparing for, identifying, and/or discouraging potential threats to the building and community. Signage will be posted around the facility perimeter warning and notifying persons of company policies and certain security features. All limited access areas will be identified by the posting of a sign that shall be a minimum of 12” x 12” and which states: “Do Not Enter—Limited Access Areas—Access Limited to Authorized Personnel Only” in lettering no smaller than one inch in height. Any trees, bushes and other foliage outside of the Marijuana Establishment shall be maintained to prevent a person or persons from concealing themselves from sight. As previously mentioned, our facility will also be equipped with perimeter sensors in the parking lot that will be integrated with the video surveillance system and to notify authorized persons when motion is detected.

Perimeter Fence

Fencing is an effective deterrent to possible criminal threats. We will conduct a risk assessment with Target Security noting our high security alert points and installing a perimeter fence to protect against unauthorized access to the facility and other criminal threats. The property line will be secured by a 8’ high galvanized chain link fence with anti-climb features installed, composed of welded wire to make cutting virtually impossible and will feature a cantilever gate and appropriate high security anti-climb topping feature. Fence will have a gate for customer entry by foot with electronic access control feature when needed.

Security Personnel

As outlined previously, Buudda Brothers security personnel and security manager will conduct constant and random perimeter patrols to secure the facility against any possible threat, deter loitering and protect customers and employees.

Exterior Sally Port for Transportation Services

We will install an exterior sally port for our authorized transportation service providers, which will allow the transporters to drive directly into a secured area. The driver will be asked to stay within the vehicle until the gate automatically closes behind the vehicle.

Additional Prevention of Unauthorized Access to Facility

Buudda Brothers will use access control systems to secure each facility entrance and will give access permission to only necessary persons (i.e., owners, security manager.) Access control systems will be reviewed with security professionals to ensure optimal and efficient performance that maximizes safety. The security guard will be first point of contact at main and only entrance to customers. Staff will be provided with training in procedures/operations handling. All exterior doors will have electronic access control allowing for entry into authorized areas. All exterior doors will be hardened high security doors with electronic access control. All exterior windows will have secured interior locks with motion sensor capabilities. All exterior walls will be constructed of CMU blocks with concrete infill and rebar.

Limited Access Areas

All limited access areas will be identified by the posting of a sign that shall be a minimum 12" x 12" and which states: "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height. Access to limited access areas shall be restricted to Buudda Brothers owners, designated employees, agents of the Commission, State and local enforcement and emergency personnel. A currently list of employees with access to limited access areas will be available to law enforcement and the commission upon request.

Employee and Visitor Access

Employees and visitors will exchange their government issued identification (i.e., driver's license, passport, etc.) for identification badge. According to 935 CMR 500.029 all employees and registered agents must be 21 years of age or older. Also, according to 935 CMR 500.002 all visitors must be 21 years of age or older. All employees and visitors must wear their badge and will be asked to keep the badge visible at all times.

Only authorized personnel will be allowed within access-controlled areas with proper identification/access badge. Staff and visitors may only use authorized display methods for badges like a clip or necklace. Additionally, visitors will be asked not to leave the facility with identification/access badge so our company can have an accurate head count of visitors within the building in case of an emergency situation. They will also be asked to never loan identification/access badge or access control device to anyone, even another employee. Identification/access badges should never be left unattended. Employees who resign or are terminated will return badges or access control devices. Their badge will be deactivated and disposed of. All instances of noncompliance or breach of security procedures must be reported to the security manager or security guard on duty immediately. A violation of these procedures will result in disciplinary action or termination.

Restricting Access to age 21 and Younger

BB is committed to the required steps necessary to divert Marijuana and or Marijuana products to individuals under the age of 21

Such actions necessary to divert Marijuana and or Marijuana products to individuals under the age of 21 include, but not limited to,

1. External under 21 signs stating, in capitalization, “NO PERSON UNDER 21 ALLOWED”;
2. All manufactured products will not resemble commercial candies or food;
3. All manufactured products will be clearly labeled and dispensed in child-proof containers to prevent accidental ingestion by children; and,
4. All products will be placed in child-resistant exit packaging prior to leaving the establishment;

Buudda Brothers has a zero tolerance policy in regards to restricting access to individuals 21 and younger. If illegal activity was to occur by any customer purchasing from Buudda Brothers, such customers will be immediately removed from our system and officials will be alerted.

Diversity Plan.

Buudda Brothers, LLC (“BB”) aims to assist with the development of the community of Holyoke. is an equal opportunity employer. Regarding hiring and staffing, our goal as a company is to attract and retain qualified individuals regardless of their gender, ethnicity, veteran status, disability, religion, sexual orientation or sexual identity.

Below is an overview of our goals (“Goals”), of how we intend to accomplish our goals (“Programs”), and how we plan to assess the efficacy of our DP (“Measurements”).

Goals.

- ✓ BB plans to maintain a workforce made up of, at least, 15% minorities , 5% veterans, 3% disabled, and 2% LGBTQ+; and
- ✓ BB plans to maintain a workforce made up of, at least, 25% women (or, those that identify as female)¹.

Programs.

Below are the main programs, or methods, that will be used to accomplish the above-mentioned goals:

- ✓ Advertise employment opportunities (i.) internally, (ii.) in the Springfield Republican, and (iii.) in diverse publications, e.g., *El Pueblo*, on a monthly basis until such positions are filled. Both employment opportunities will be published in diverse publications and also general. BB will also (iv.) advertise, on a monthly basis until relevant positions are filled, with local career centers, e.g., MassHire, and local organizations who work with individuals identified as minorities, veterans, women, people with disabilities, and LGBTQ+. Our goal is to see the number of individuals from the above individuals from the above-referenced demographics groups that were hired and to contain the metric of the number of posting we published.
- ✓ Create a promotion process that employs equity principles for current employees to recommend individuals including minorities, women, veterans, people with disabilities, and LGBTQ for employment. BB is committed to creating the internal policies needed for all employees to have opportunities to grow within the company. We will develop a comprehensive process for working with current employees to evaluate

their performance, identify opportunities for advancement (dependent on availability), and support current employees in applying for the available opportunities. BB will advertise all available employment to ideally, the percentage of women (or, those that identify as female) employed by BB would be higher. Our goal only reflects our minimum standard. opportunities internally for one week prior to advertising to the general public BB plans to advertise the following promotion opportunities atleast once a quarter. BB plans to spread the word at every event if possible.

- ▼ Establish relationships with organizations that are diversity-focused for the purposes of providing information about employment and training opportunities. BB has already begun working with Nueva Esperanza, Holyoke Safe Neighborhood Initiative, and other organizations that are willing to work with BB. Accordingly, BB will work closely with these organizations whenever positions are available to recruit new employees. (Note: Every interaction with these organizations will be documented and recorded for potential use in assessing the success of these relationships.)BB will work with this establishment that are diversity-focused to focus on: 1)networking with their constituencies for employment purposes 2)Provide information on employment opportunities 3) Provide information sessions about the marijuana industry. We will collect data of all that attend these workshops/meetings and from those will receive employment or opportunities from marijuana companies.

Measurements.

Below are specific measurement metrics to be used in measuring the success of its programs:

- ▼ Number of minorities, women, veterans, people with disabilities, and LGBTQ+;
- ▼ Number of promotions for minorities, women, veterans, people with disabilities, and LGBTQ+;
- ▼ Number of positions created since initial licensure;
- ▼ Number of postings in diverse publications or general publications with supporting documentation;
- ▼ For each position that is filled, BB will track and record how each employee found out about position;
- ▼ Records of every employment opportunity made available, and how they are

advertised or communicated; and,

- ▼ Copies of each advertisement for employment and communication to organizations about each employment opportunity.

Final Comments.

We hope to satisfy our goals with the programs that we have created. Upon renewal, we intend to demonstrate that our programs in our plan led to measurable success of our goals. Monthly, BB will audit progress in relation to our goals. If we find we are not succeeding in our goals, we will examine our measurement metrics, and potentially adjust our plan or take necessary steps to achieve our goals.

BB acknowledges and is aware that progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

Lastly, BB acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and, any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Energy Conservation Statement

2/21/24

90 Sargeant Street

90 Sargeant St.
Holyoke, MA 01040

Justin Pagan:

Pursuant to the CCC Adult Use of Marijuana Energy Conservation Regulations please note the following:

The Marijuana Establishment (ME) proposed for the building at 90 Sargeant Street in Holyoke is a Manufacture. No cultivation will occur at this facility and as such the energy conservation requirements for cultivation are not applicable.

The following energy efficiency strategies will be implemented:

- Provision for natural light (but not visual access) along the South-facing and West-facing facades of the building.
- Compliance with the Massachusetts Energy Conservation Code [IECC,2018 with MA amendments] and 'Stretch Code' as applicable, with the following items:
 - Code required envelope insulation standards,
 - Use of energy efficient LED light fixtures,
 - Implementation of lighting conservation options including occupancy sensors,
 - Energy efficient mechanical systems.

The property at 220-228 M Street is not a good candidate for alternate energy sources such as solar due to the complete site coverage by the building and existing roof structure.

Respectfully,

Steve Drakulich

SD&A

Cc: John Toro, Dr. Green Thumb
Robert Griffiths, P.E.