Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282263

Original Issued Date: 11/02/2023

Issued Date: 11/02/2023

Expiration Date: 11/02/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Euphorium LLC

Phone Number: 203-767-6061 **Email Address:** ama39206@gmail.com

Business Address 1: 15 Main St **Business Address 2:**

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

Mailing Address 1: 15 Main St **Mailing Address 2:**

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: 100 **Percentage Of Control:** 100

Role: Manager **Other Role:**

First Name: Marco **Last Name:** Aranzullo **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Marco **Last Name:** Aranzullo **Suffix:**

Marijuana Establishment Name: Euphorium LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 2

First Name: Marco **Last Name:** Aranzullo **Suffix:**

Marijuana Establishment Name: Euphorium LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 15 Main St

Establishment Address 2:

Establishment City: Holyoke **Establishment Zip Code:** 01040

Approximate square footage of the Establishment: 4900 **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
Certification of Host Community Agreement	HCA Cert - {Euphorium}.pdf	pdf	63f90bde8849b500083f8817	02/24/2023
Community Outreach Meeting Documentation	COM Newspaper Notice - [Attachment A] - {Euphorium} - (3.17.23).pdf	pdf	64338efb2c9c310008bcb40c	04/10/2023
Community Outreach Meeting Documentation	COM Town Letter - [Attachment B] - {Euphorium} - (3.31.23).pdf	pdf	64338efc2c9c310008bcb420	04/10/2023
Community Outreach Meeting	COM Abutter Letter - [Attachment C] -	pdf	64338efd8399390008a172da	04/10/2023

Documentation	{Euphorium} - (3.17.23).PDF			
Community Outreach Meeting Documentation	COM Attestation Form - {Euphorium} - (4.3.23).pdf	pdf	64338f002c9c310008bcb434	04/10/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning - [Holyoke] - {Euphorium} - (4.7.23) .pdf	pdf	64338f018399390008a172ee	04/10/2023
Community Outreach Meeting Documentation	15 Main Street Mailing Abutter Labels_Redacted.pdf	pdf	64338f202c9c310008bcb44e	04/10/2023

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	PIP Euphorium LLC, May 10, 2023.pdf	pdf	645be2de9c23790008b8e188	05/10/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager **Other Role:**

First Name: Marco **Last Name:** Aranzullo **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization - {Euphorium}.pdf	pdf	63f90d3d8849b500083f8ac9	02/24/2023
DUA attestation if no employees	Cert of GS DUA - {Euphorium}.pdf	pdf	63f90d3ed523e300085e47e7	02/24/2023
Department of Revenue - Certificate of Good standing	CGS DOR - {Euphorium} - (1.23.23).pdf	pdf	63f90d41d523e300085e47fb	02/24/2023
Secretary of Commonwealth - Certificate of Good Standing	CGS SOC - {Euphorium} - (1.13.23).pdf	pdf	63f90d44d523e300085e480f	02/24/2023
Bylaws	Euphorium LLC operating agreement.docx.pdf	pdf	64338f6f2c9c310008bcb4dc	04/10/2023
Articles of Organization	Non-PDIC Attestation - {Euphorium} - (3.13.23).pdf	pdf	64338f882c9c310008bcb500	04/10/2023
Secretary of Commonwealth - Certificate of Good Standing	Non-PDIC Attestation - [Joseph, Victoria, Richard] - {Euphorium} - (5.8.23).pdf	pdf	645a574523b8090008354f14	05/09/2023

No documents uploaded

Massachusetts Business Identification Number: 001583309

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - {Euphorium}.pdf	pdf	63f90da88849b500083f8b16	02/24/2023
Proposed Timeline	Proposed Timeline - {Euphorium} - (4.7.23).pdf	pdf	64338fc32c9c310008bcb52e	04/10/2023
Business Plan	Business Plan - {Euphorium} - (5.8.23).pdf	pdf	645a57599c23790008b6bf4e	05/09/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Inventory procedures - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f91207d523e300085e4ef5	02/24/2023
Dispensing procedures	Dispensing Procedures - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f9120b8849b500083f9079	02/24/2023
Energy Compliance Plan	Energy Compliance Plan - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f9120cd523e300085e4f27	02/24/2023
Prevention of diversion	Prevention of diversion - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f9123ed523e300085e4f9c	02/24/2023
Qualifications and training	Qualifications and Training - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f9123f8849b500083f90c2	02/24/2023
Plan to Obtain Marijuana	Plan for Obtaining Marijuana - {Euphorium} - (2.24.23).pdf	pdf	63f912418849b500083f90ec	02/24/2023
Restricting Access to age 21 and older	Plan to restrict access 21 - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f912428849b500083f9107	02/24/2023
Security plan	Security Plan - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f9125fd523e300085e4fec	02/24/2023
Storage of marijuana	Storage of Marijuana - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f91261d523e300085e500d	02/24/2023
Transportation of marijuana	Transportation of marijuana - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f91261d523e300085e5021	02/24/2023
Safety Plan for Manufacturing	Safety Plan - Manufacturing - {Euphorium} - (2.24.23).pdf	pdf	63f912638849b500083f91de	02/24/2023
Diversity plan	Diversity Plan - {Euphorium} - (2.16.23).pdf	pdf	63f912868849b500083f9245	02/24/2023
Quality control and testing	Quality Control and Testing - {Euphorium} - (4.10.23).pdf	pdf	643443e98399390008a25b29	04/10/2023
Maintaining of financial records	Maintaining Financial Records - {Euphorium} - (4.7.23).pdf	pdf	643443ea2c9c310008bd93b8	04/10/2023

Record Keeping procedures	Record Keeping Procedures - {Euphorium} - (4.9.23).pdf	pdf	643443eb8399390008a25b3d	04/10/2023
Personnel policies including background checks	Personnel Policies - {Euphorium} - (4.7.23).pdf	pdf	643443ed2c9c310008bd93cc	04/10/2023
Method used to produce products	Methods of Production - {Euphorium} - (4.10.23).pdf	pdf	643457b72c9c310008bdc702	04/10/2023
Sample of unique identifying marks used for branding	Unfinished Logo Attestation - {Euphorium}.pdf	pdf	6435738f8399390008a3582a	04/11/2023
Types of products Manufactured.	Types of Products Manufactured - {Euphorium} - (4.11.23).pdf	pdf	6436ce5f8399390008a4f236	04/12/2023

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	**Monday To:** Open 24 Hours
Tuesday From: Open 24 Hours	**Tuesday To:** Open 24 Hours
Wednesday From: Open 24 Hours	**Wednesday To:** Open 24 Hours
Thursday From: Open 24 Hours	**Thursday To:** Open 24 Hours
Friday From: Open 24 Hours	**Friday To:** Open 24 Hours

Saturday From: Open 24 Hours	**Saturday To:** Open 24 Hours
Sunday From: Open 24 Hours	**Sunday To:** Open 24 Hours

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

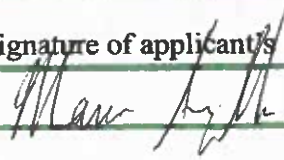
Host Community Agreement Certification Form

Instructions

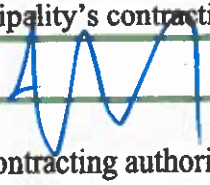
Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section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

Certification

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

1. Name of applicant:
   Euphorium LLC
2. Name of applicant's authorized representative:
   Marco Aranzullo
3. Signature of applicant's authorized representative:
   
4. Name of municipality:
   Holyoke
5. Name of municipality's contracting authority or authorized representative:
   Joshua A. Garcia, MAYOR

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



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

garciaj@holyoke.org

8. Host community agreement execution date:

01/31/2023

Public Notices

Attachment A

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampden Probate and Family Court
50 State Street
Springfield, MA 01103
(413)748-7758
Docket No.HD23A0010AD
In the matter of:
Amaris Isabel Ortiz
CITATION
G.L. c. 210, §6

TO:

Orlando Ortiz

any unnamed or unknown parent and persons interested in a petition for the adoption of said child and to the Department of Children and Families of said Commonwealth.

A petition has been presented to said court by:

Toni Rodriguez, Jr. of Holyoke, MA

Glizelia Rodriguez of Holyoke, MA

requesting for leave to adopt said child and that the name of the child be changed to

Amaris Isabel Rodriguez

If you object to this adoption you are entitled to the appointment of an attorney if you are an indigent person.

An indigent person is defined by SJC Rule 3.10. The definition includes but is not limited to persons receiving TAFDC, EACDC, poverty related veteran's benefits, Medicaid, and SSI. The Court will determine if you are indigent. Contact an Assistant Judicial Case Manager or Adoption Clerk of the Court on or before the date listed below to obtain the necessary forms.

IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT **Springfield**ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON: **04/06/2023**.

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

Date: February 23, 2023

Rosemary A. Saccomani
Register of Probate
03/10, 03/17, 03/24/2023

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for Carefully Crafted LLC, a proposed marijuana manufacturer is scheduled for **Wednesday, April 5, 2023 at 5:15 pm** at its proposed location: **400 Race Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attend, please reach out to ezra@blueskiescan.com
03/17/2023

Commonwealth of Massachusetts
The Trial Court
Hampden Probate and Family Court
50 State Street
Springfield, MA 01103
(413)748-7758
Docket No. HD23C0076CA
In the matter of:
Aela Zuba Cyusa
CITATION ON PETITION TO CHANGE NAME

A **Petition to Change Name of Minor** has been filed by **Aela Zuba Cyusa** of Holyoke MA requesting that the court enter a Decree changing their name to:

Aela Cyusa Zuba
IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: **Hampden Probate and Family Court before 10:00 a.m. on the return day of 04/04/2023**.

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

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

Date: March 07, 2023

Rosemary A. Saccomani
Register of Probate
03/17/2023

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for Euphorium LLC, a proposed marijuana retailer, manufacturer and cultivator is scheduled for **Monday, April 3, 2023 at 5:15 pm** at its proposed location: **15 Main Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attest, please reach out to ezra@blueskiescan.com
03/17/2023

Notice of Public Hearing

The Ordinance Committee of the Holyoke City Council will hold a public hearing on **Tuesday, March 28, 2023 at 6:30pm** to hear a special permit extension application of Four Trees Holyoke LLC to operate a dispensary and cultivation establishment at 1 Cabot Street (048-01-010). Hearing will take place at Holyoke City Hall 536 Dwight St and can be accessed remotely via www.zoom.us Meeting ID 831 7743 6694 Meeting Passcode 289877 or by call in at 1-646-558-8656 with same Meeting ID and Passcode. Written public comment can be submitted to publiccomment@holyoke.org. For more information on this hearing or for an electronic copy of the application please contact City Council Admin Asst Jeffery Anderson-Burgos at Anderson-BurgosJ@holyoke.org or by phone 413-322-5525.

Ordinance Chair
Linda Vacon
03/10, 03/17/2023

Notice of Public Hearing

The Ordinance Committee of the Holyoke City Council will hold a public hearing on **Tuesday, March 28, 2023 at 6:30pm** to hear a special permit extension application of High End Management LLC to operate a Retail Establishment and Recreational Marijuana Cultivation Facility at 110 Winter Street (032-01-009 & 031-01-004). Hearing will take place at Holyoke City Hall 536 Dwight St and can be accessed remotely via www.zoom.us Meeting ID 831 7743 6694 Meeting Passcode 289877 or by call in at 1-646-558-8656 with same Meeting ID and Passcode. Written public comment can be submitted to publiccomment@holyoke.org. For more information on this hearing or for an electronic copy of the application please contact City Council Admin Asst Jeffery Anderson-Burgos at AndersonBurgosJ@holyoke.org or by phone 413-322-5525.

Ordinance Chair
Linda Vacon
03/10, 03/17/2023

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampden Division
Docket No. HD23P0349EA
Estate of:
WESLEY KULIG
Date of Death:
September 3, 2022
INFORMAL PROBATE PUBLICATION NOTICE

To all persons interested in the above captioned estate, by Petition of Petitioner **HARRIET R. KULIG of Holyoke, MA**, a Will has been admitted to informal probate.

HARRIET R. KULIG of Holyoke, MA has been informally appointed as the Personal Representative of the estate to serve **without surety** on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
03/17/2023

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampden Probate and Family Court
50 State Street
Springfield, MA 01103
(413)748-7758
Docket No. HD23A0011AD
In the matter of:
Lucas Daniel Ribot
CITATION
G.L. c. 210, §6

TO:

Frankie Mulero

any unnamed or unknown parent and persons interested in a petition for the adoption of said child and to the Department of Children and Families of said Commonwealth.

A petition has been presented to said court by:

Toni Rodriguez, Jr. of Holyoke, MA

Glizelia Rodriguez of Holyoke, MA

requesting for leave to adopt said child and that the name of the child be changed to

Lucas Daniel Rodriguez

If you object to this adoption you are entitled to the appointment of an attorney if you are an indigent person.

An indigent person is defined by SJC Rule 3.10. The definition includes but is not limited to persons receiving TAFDC, EACDC, poverty related veteran's benefits, Medicaid, and SSI. The Court will determine if you are indigent. Contact an Assistant Judicial Case Manager or Adoption Clerk of the Court on or before the date listed below to obtain the necessary forms.

IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT **Springfield**ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON: **04/06/2023**.

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

Date: February 23, 2023

Rosemary A. Saccomani
Register of Probate
03/10, 03/17, 03/24/2023

City of Holyoke
Notice of Public Hearing

The Holyoke License Board will be holding a Public Hearing on **Wednesday, April 5, 2023, at 5:15 pm** in person at 20 Korean Veterans Plaza room 401 and via Zoom.com; ID: 81868416173 CALL IN: +1 646 558 8656 regarding an application for a Transfer of License and a Change in Manger of an Annual All Alcohol license for **Open Square, LLC transferring to Mill 1 Events, LLC** located at 1 Open Square Way, pursuant to M.G.L. Ch. 138.

Applicant: Mill 1 Events, LLC
License Board:
Anthony L. Luciano,
Chairman
03/17, 03/24/2023

City of Holyoke
Notice of Public Hearing

The Holyoke License Board will be holding a Public Hearing on **Wednesday, April 5, 2023, at 5:15 pm** in person at 20 Korean Veterans Plaza room 401 and via Zoom.com; ID: 81868416173 CALL IN: +1 646 558 8656 regarding an application for Multiple Amendments of an Annual All Alcohol license for **241 Whiting Farms, LLC DBA Paper City Bar & Grill** located at 241 Whiting Farms Road, pursuant to M.G.L. Ch. 138.

Applicant: Shekha Patel
License Board:
Anthony L. Luciano,
Chairman
03/17, 03/24/2023

Classifieds

TAX SERVICES

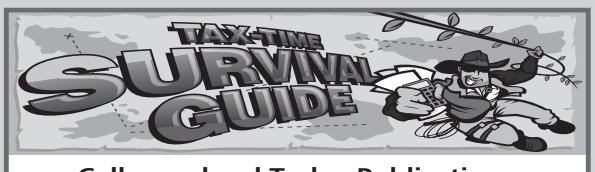
CHANTEL BLEAU ACCOUNTING SERVICES
For Full Accounting & Tax Service
Registered Tax Return Preparer
228 West St., Ware, MA 01082
413-967-8364
Call For An Appointment
AUTHORIZED IRS e-file PROVIDER
The IRS does not endorse any particular individual tax return preparer. For more information on tax preparers go to irs.gov.

AJE FINANCIAL SERVICES
588 Center Street
Ludlow, MA 01056
www.ajefinancial.com
(413)589-1671
Personal, Business, Corporate and Partnership Tax Filing
Bookkeeping and Accounting Services
Trusted Experts Since 1995

Personal & Small Business — Federal & All States
FAST TAX USA
TAX PREPARATION SERVICE
413 324-2135
IRS Certified Tax Preparers
Independently owned and operated. Over 25 years experience.
1622 North Main Street, Palmer, MA 01069
www.FastTax-MA.com
Free E-File & Direct Deposit
BBB ACCREDITED BUSINESS
AUTHORIZED IRS e-file PROVIDER

Income Tax Preparation
~ 32 years tax experience ~
Bruce J. Charwick
AUTHORIZED IRS e-file PROVIDER
(413) 283-5596
62 Jim Ash Road
Palmer, MA 01069

Melchiori Tax and Financial Services
IRS Problems?
Let a Professional Handle it for you.
Call us anytime!
Complete Tax Services:
Personal, Business, Corporations and Partnerships
Telephone (413) 786-8727 • Fax (413) 786-1833
betty@melchioritax.com • pauline@ melchioritax.com
24 Southwick Street, Feeding Hills, MA 01030



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3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

visit www.publicnotices.turley.com

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		R	E	T	I	E	D		T	E	A			
		A	S	S	E	S	S		H	R	S			

Attachment B

Euphorium LLC
15 Main Street
Holyoke, MA 01040

To: Abutters within 300’ of 15 Main Street, City Clerk, Planning Dept, and Mayor’s Office

Mar 7, 2023

We are giving notice that a Community Outreach Meeting for Euphorium LLC, a proposed marijuana retailer, manufacturer and cultivator is scheduled for **April 3rd, 2023 at 5:15 pm** at its proposed location: **15 Main Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attend, please reach out to ezra@blueskiescan.com

Sincerely,

Ezra Parzybok
Consultant on behalf of Euphorium LLC

Attachment C

Euphorium LLC
15 Main Street
Holyoke, MA 01040

To: Abutters within 300' of 15 Main Street, City Clerk, Planning Dept, and Mayor's Office

Mar 7, 2023

We are giving notice that a Community Outreach Meeting for Euphorium LLC, a proposed marijuana retailer, manufacturer and cultivator is scheduled for **April 3rd, 2023 at 5:15 pm** at its proposed location: **15 Main Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attend, please reach out to ezra@blueskiescan.com

Sincerely,

Ezra Parzybok
Consultant on behalf of Euphorium LLC

RECEIVED

MAR 31 2023

Holyoke City Clerk's
Holyoke, MA

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 4/3/23

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 3.17.23

    b. Name of publication: Holyoke Sun

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

    a. Date notice filed: 3/31/23

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

    a. Date notice(s) mailed: 3.12.23

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

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

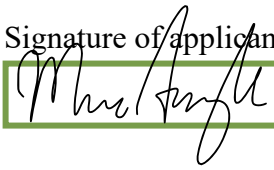
Name of applicant:

Euphorium LLC

Name of applicant's authorized representative:

marco Aranzullo

Signature of applicant's authorized representative:



Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Applicant will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 15 Main St in Holyoke, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

The City of Holyoke has an approved zoning ordinance regulating the time, place, and manner of Marijuana Establishments. This ordinance, Section 7-10 allows Recreational Marijuana Establishments, including Cultivation, Product Manufacturing, and Retail in the ("IG") General Industrial Zoning district. 15 Main St is located in the IG district and is compliant with all physical siting requirements outlined in the Ordinance. A Special Permit from the Holyoke City Council is also required. The applicant has applied for a Special Permit from the City Council. Special Permits do not expire unless a change of use occurs.

Applicant and its attorneys and consultants have reviewed this ordinance and have developed plans and strategies to comply with all requirements and special permit conditions.

Ongoing Compliance

The applicant is committed to remaining in compliance with all local codes, ordinances, and bylaws. Our attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state, and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Mayor and other applicable municipal officials to ensure that there is an open line of communication. We will remain current with all zoning ordinance changes and requirements to ensure that the Applicant remains in compliance.

[redacted]
99 SUFFOLK ST
HOLYOKE, MA 01040

[redacted]
99 SUFFOLK ST
HOLYOKE, MA 01040

[redacted]
99 SUFFOLK ST
HOLYOKE, MA 01040

[redacted]
99 SUFFOLK ST
HOLYOKE, MA 01040

[redacted]
99 SUFFOLK ST
HOLYOKE, MA 01040

[redacted]
99 SUFFOLK ST
HOLYOKE, MA 01040

[redacted]
362 DW GHT ST
HOLYOKE, MA 01040

[redacted]
99 SUFFOLK ST
HOLYOKE, MA01MA 01040

[redacted]
536 DW GHT ST TREASURERS OFF CE
HOLYOKE, MA 01040

[redacted]
536 DW GHT ST TREASURERS OFF CE
HOLYOKE, MA 01040

[redacted]
536 DW GHT ST TREASURERS OFF CE
HOLYOKE, MA 01040

[redacted]
29 PLEASANTV EW ST
LUDLOW, MA 01056

[redacted]
121 MA N STREET
HOLYOKE, MA 01040

[redacted]
121 MA N STREET
HOLYOKE, MA 01040

[redacted]
536 DW GHT STREET
HOLYOKE, MA 01040

[redacted]
10 PARK PLAZA
BOSTON, MA 02116

[redacted]
10 PARK PLAZA
BOSTON, MA 02116

[redacted]
42 MA N STREET
HOLYOKE, MA 01040

[redacted]
42 MA N STREET
HOLYOKE, MA 01040

[redacted]
40 LAMO LLE AVENUE
BRADFORD, MA 01835

[redacted]
62 MA N STREET
HOLYOKE, MA 01040

[redacted]
1 MA N STREET
HOLYOKE, MA 01040

[redacted]
345 - 363 DW GHT
HOLYOKE, MA 01040

[redacted]
64-66 MA N STREET
HOLYOKE, MA 01040

[redacted]
220 L NDEN ST
HOLYOKE, MA 01040

[redacted]
220 L NDEN STREET
HOLYOKE, MA 01040

Positive Impact Plan for Euphorium LLC

CCC Acknowledgments

The applicant will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

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

We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.

We attest we will not provide any of our Positive Impact Plan program resources to Independent Testing Laboratories.

Programs:

Euphorium will engage with at least one Social Equity (SE)-owned company or entity or SE certified individual and provide them with business help, low interest loans, or funding to support the various steps, services and programs they may need to enter into the regulated industry.

Positive Impact Plans are intended to impact as the following groups:

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

We will provide mentor-to-mentee business development assistance to mentees connected to Holyoke, MA, an Area of Disproportionate Impact, where we are located and where many SEs reside and are pursuing licensing, but having difficulties getting through licensing, accessing funding, etc.

The service is ongoing throughout the year and promoted in the following way.

- Continuously promoted through direct engagement and word of mouth with participants in the CCC Social Equity Applicant cohort through the close knit industry in Holyoke.

- The City of Holyoke provides public lists of applicants who have HCAs. We will directly contact mentees by using the City information.

  We will provide business strategy, team development, document creation, permitting and licensing help, etc. or consulting on their cultivation, retail, processing, and delivery businesses or other licenses to help them move forward.

  After hearing that some Social Equity applicants have been pursuing operations for some years, and we understand the journey is difficult, our program will mentor them, offer advice, connect them with proper professionals and guide their project so that they can open and in turn provide products for our retail store.

  Employment:
  We will advertise job postings when hiring, at least annually, in MassLive.com targeting Holyoke to encourage residents from ADI Holyoke to apply for jobs.

Goals:

1. Secure a SE mentee who is based or basing their cannabis business in Holyoke.
2. Business Plan Development for mentee
3. Hire 10% of employees from ADI Holyoke.

Measurements and Metrics:

1. Did we find an SE mentee willing to receive mentorship?
2. Was the mentee a resident from or seeking to open a business in Holyoke, an ADI?
3. Did we meet at least 2 Goals, above, over the year?
4. How many hours of direct consulting support (or documents) annually did we provide?
5. Did we hire 10% or more of our employees from ADI Holyoke?

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: 001583309

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

2a. Location of its principal office:
No. and Street: PO BOX 60483
City or Town: FLORENCE State: MA Zip: 01062 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: PO BOX 60483
City or Town: FLORENCE State: MA Zip: 01062 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:
APPLYING FOR LICENSE FROM MASSACHUSETTS CCC TO OPEN ADULT USE RETAIL STORE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: MARCO N ARANZULLO
No. and Street: 90 CONZ ST #219
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

I, MARCO N ARANZULLO 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	MARCO N ARANZULLO	PO BOX 60483 FLORENCE, MA 01062 USA
MANAGER	AMANDA M ARANZULLO	PO BOX 60483 FLORENCE, MA 01062 USA

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

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

SOC SIGNATORY	MARCO N ARANZULLO	PO BOX 60483 FLORENCE, MA 01062 USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARCO N ARANZULLO	PO BOX 60483 FLORENCE, MA 01062 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of May, 2022,
MARCO N ARANZULLO

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

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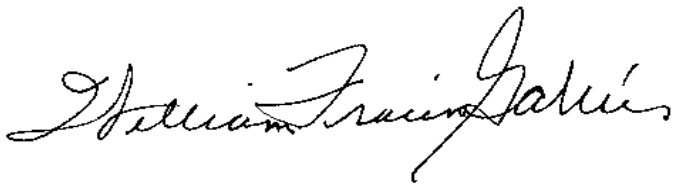
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

May 17, 2022 10:40 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

mass.gov/dor

Letter ID: L0031458848
Notice Date: January 23, 2023
Case ID: 0-001-847-971

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

EUPHORIUM LLC
414 RACE ST
HOLYOKE MA 01040-5574

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

William Francis Galvin
Secretary of the Commonwealth

January 13, 2023

TO WHOM IT MAY CONCERN:

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

EUPHORIUM LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 17, 2022.**

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: **MARCO N ARANZULLO, AMANDA M ARANZULLO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARCO N ARANZULLO, AMANDA M ARANZULLO**

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

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

Processed By:TAA

OPERATING AGREEMENT Euphorium LLC

The undersigned, as owners (and members) of the Company, enter into this Operating Agreement at 15 Main St, Holyoke, MA effective under the name style of Euphorium LLC, (The "Company") as of January 1, 2023

I. OFFICE

The principal office of the Company in the State of Massachusetts will be located at 15 Main St, Holyoke, MA. The registered office of the Company required by the Massachusetts Limited Liability Act to be maintained with the principal office, and may be changed from time to time by the Members.

II. PURPOSE

The purpose for which this Limited Liability Company is organized to engage in the sale of goods including but not limited to cannabis in any and all legal forms, cannabis delivery devices, apparel, and all things necessary in furtherance of said business as permitted by law.

III. DURATION OF THE COMPANY

The Company commences immediately, on the signing of this Agreement, and will continue for a term of not to exceed 50 years thereafter, unless terminated sooner by operation of law or by agreement between the owners or reestablish after the primary terms for additional periods as are mutually determined by the owners. The owners agree for themselves and their successors, assigns and heirs, that their participation is considered a long-term investment; this commitment to advance funds is enforceable by the Company.

IV. CAPITAL CONTRIBUTIONS & CONTROLLING INTEREST

The undersigned owners agree to share in all post-formation capital contributions, profits, and surplus of the Company according to the percentage of their ownership. Each member owns an undivided interest in the business and Company as follows:

Marco N. Aranzullo	100%
Amanda M Aranzullo	0%

ADDITIONAL CAPITAL CONTRIBUTIONS

The owners may contribute in proportionate amounts any additional capital deemed necessary for the operation of the company provided, however, that in the event that any member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by the refusing member and shall receive therefor an increase in the proportionate share of the ownership or interest in the entire Company in direct proportion to the additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Paragraphs XV and XVI of this Agreement.

V. DIVISION OF PROFITS AND LOSSES

Each of the new owners will own an interest in the Company as set forth in Paragraph IV of this Agreement, entitled "Capital Contributions," except as the same may hereafter vary or change as provided in Paragraph V, entitled "Contributions of Additional Capital." All members agree they are not entitled to any protection from any state statute, law, or regulation that applies employment rights or minimum wage. All profits of the Company enterprise from daily business activity shall be shared as described below.

Marco N. Aranzullo	95%
Amanda M Aranzullo	5%

Sale proceeds and buy out moneys shall refer to share of ownership, as to the percentage of value, dispersement, and liability. Unless previously voted on by the members.

Ml. RIGHTS AND DUTIES OF THE PARTIES

Company decisions and actions will be decided by a majority in interest of the members, at a meeting regularly called with notice to all members. For purpose of determining a "majority interest," a member's interest will be his/her interest in profits and losses as set forth in Paragraph VI of this Agreement, and a majority will mean 51% or more.

Vlll. COSTS AND EXPENSES

Except as otherwise provided in this Agreement, no owner will be separately compensated on a salaried basis for service performed in carrying out the operation of the Company. No salaries or individual compensation shall be otherwise payable, without the consent of the Company, for the normal management although the Company may from time to time employ one or more managers or other representatives at a designated salary.

IX. RESTRICTIONS

No member may, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become a surety for any person in any transaction involving in the Company. Without the express written consent of the Company, no member may on behalf of.

If the Company borrows or lends money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or in the name of the Company. No member, except with the consent of the other members, may mortgage or grant a security interest in its share in the member or in the Company's capital assets or property, or do any act detrimental to the best interest of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

X. MANAGEMENT

The manager of the Company shall be Marco N Aranzullo who will serve at his discretion. The manager(s) shall have all authority granted by the Massachusetts General Statutes.

Xl. BANKING

All funds of the Company will be deposited in its name in the checking account or accounts as shall be designated by the manager. All withdrawals are to be made on checks which must be signed by the manager(s) designated by the members.

Xll. BOOKS

The Company books will be maintained at the offices of the Company's designated Certified Public Accountant, and each owner will have access to the books. The books will be kept on a calendar year basis, and will be closed and balanced at the end of each fiscal year. Each of the parties to this Agreement covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into the books. The Company will furnish annual financial statements to the members, and prepare tax returns in a timely manner, furnishing copies to all members at least 10 days before they are fled by the Company.

Xlll. INSURANCE

During the course of the term for which this Company is formed, the Company will carry liability insurance, property insurance, Workers' comp, Product liability (defective product), Business income & extra expense, Crime related or as the manager(s) sees fit & in amounts deemed appropriate by the manager(s).

XIV. VOLUNTARY TERMINATION

The Company may be dissolved at any time by agreement of a 75% majority of its owners, in which event the members will proceed with reasonable promptness to liquidate the Company. The assets of the Company will be distributed in the following order:

1. To pay or provide for the payment of all company liabilities to creditors other than owners, and liquidating expenses and obligations;

2. To pay debts owing to owners other than for capital and profits;

3. To pay debts owing to owners in respect to capital; and,

4. TO pay debts owing to owners in respect to profits.

XV. TRANSFER OF MEMBERSHIP INTEREST

A member's interest in the Company may only be transferred or assigned if all of the members of the Company other than the member proposing to dispose of his interest approve of the proposed transfer or assignment or by unanimous written consent. If all of the members of the Company other than the member proposing to dispose of his/her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest has no right to participate in the management of the business and affairs of the Company or to become a member. The transferee is only entitled to receive the share of profits or other compensation by way of income and the return of contributions to which that member would otherwise by entitled. Existing members shall first right of refusal and negotiation to buy out any members share.

XVI. DEATH OF AN OWNER

In the event of the death of an owner, the deceased's heir or heirs will be entitled to succeed to the economic share and interest of the deceased owner. The Company may, on unanimous consent of the remaining owners, as soon as practicable, provide a document by which the heir or heirs personally affirm and accept all the terms, conditions and provisions of this Operating Agreement binding themselves to the same in writing, and select a designated representative of the deceased owners as a member. Existing members shall have first right to buy out any deceased members share before succession.

First right of refusal shall be given to the remaining members in the order ownership percentage. The member with the largest remaining ownership shall be allowed to exercise his right first and foremost. The purchase is to be agreed upon after both the buyer, the remaining owners, have the opportunity to review the accounting records.

XVII. DISTRIBUTION

Prior to dissolution and at least annually as income has been received by the Company, accounts determined and tax returns filed, the owners will determine funds available for distribution. On liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent complaint and warranty construction requirements, if any. Liquidation of the Company need not be delayed provided that such amounts are properly escrowed and arrangements made for performance of such services as may be required in the interest of the Company. Escrows, reserves or liquidating accounts may be establishes as escrows or otherwise, which activity need not unduly delay the termination of the Company for all other purposes.

XVIII. VIOLATION OF THIS AGREEMENT

Any owner who violates any of the terms, conditions, and provisions of this will keep and save harmless the Company property and will also indemnify then owners from any and all claims, demands and actions of every kind and whatsoever which may arise out of or by reason of the violation of any terms and of this Agreement.

XIX. COUNTERPARTS

This Agreement may be executed and counterparts, all of which will be deemed to be one and the same instrument, and it shall be sufficient each party to have executed at least one, but not necessarily the same counterpart

IN WITNESS WHEREOF, the parties have set their hands effective the day first written above.

In the presence of:

1/1/23

Marco N Aranzullo
MANAGER/MEMBER

Amanda Aranzullo

1/1/23

Amanda Aranzullo, MEMBER

Non-PDIC Attestation

I, Marco N. Aranzullo, am writing this attestation regarding Amanda Aranzullo's status as a Person Having Direct or Indirect Control ("PDIC") as defined by the Commission's regulations.

After a careful review of Amanda Aranzullo's position and equity stake in the company, I can confirm that she is not a PDIC. Amanda Aranzullo is my wife and does not have any direct or indirect control over any business decisions. Furthermore, she does not possess a majority equity stake in the company that would enable her to influence any business decisions.

Therefore, I attest that Amanda Aranzullo is not a PDIC as defined by the Commission's regulations.

3/13/23

Marco N. Aranzullo Date

Non-PDIC Attestation

I, Marco N. Aranzullo, am writing this attestation regarding Joseph McGovern, Victoria Anderson, and Richard Aranzullo's status as Persons Having Direct or Indirect Control ("PDIC") as defined by the Commission's regulations.

As the licensing process takes over a year, and a business plan changes as the market changes, I am removing Joseph McGovern, Victoria Anderson, and Richard Aranzullo from the business plan and have removed all control from the individuals. If they are to be involved with the company, they will be considered employees of the company so as not to cause any unnecessary delays in merely seeking licensing.

They do not have any direct or indirect control over any business decisions. Furthermore, they do not possess a majority equity stake in the company that would enable them to influence any business decisions or be on the application for licensure.

Therefore, I attest that Joseph McGovern, Victoria Anderson, Amanda Aranzullo, and Richard Aranzullo are not PDICs as defined by the Commission's regulations. They have been removed from the business plan.

5/8/23

Marco N. Aranzullo Date

Euphorium LLC
Plan for Obtaining Liability Insurance

Overview

We are in discussions with insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

1. Once the company receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
    a. The company will 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.

    b. The deductible for each policy will be no higher than $5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.

2. The company will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

Euphorium LLC Business Summary, UPDATED AS OF 5/8/23

Summary

Euphorium LLC will be located at 15 Main St, Holyoke, MA. To make sure the business will grow and acquire the reputation of top-notch we will structure the business around a working owner that has a hands-on approach not only to make the customers feel welcome but to lead employees by example. With this foundation we will stop loss and build a core group of employees that can be utilized as additional stores are opened (if so, permitted by the State of Massachusetts) and have a successful career in the industry by becoming a premier cannabis destination.

We will design our dispensary around a sustainable business model more easily adaptable to market changes, inventory shortages and even shutdowns as seen during the covid-19 pandemic; the low cost of the build-out and opening will allow us to put more cash flow towards stocking numerous high-quality strains and variations of cannabis and coupled with the no-stress, world-class customer service of the dispensary we will draw more customers and especially the customers who are overwhelmed by the large footprint corporate dispensaries.

Location

Euphorium's plan for the 4,900 square foot facility at 15 Main Street, Holyoke, MA, outlines a strategic and efficient approach to operating all three operations under one roof, as teh industry used to do before regulations dictated that the smallest operation was to be no larger than 5000sf, far larger than 'vertical' operations which sustained the industry and consumers for years. The three licenses will coexist within the facility, each occupying designated areas and sharing common resources to maximize efficiency and minimize overhead costs to mimic a smaller, destination operation free of the bloated and unstable operations.

The facility's layout will be carefully designed to allocate adequate space for each operation, and its size, design, and operations is a business decision. The regulations do not stipulate the minimum size of operations so we will be able to operate compliantly, aligned with the industry practices that sustained the industry before regulators created arbitrary "tier sizes" for companies.

1. MRN284560 (Cultivation): The cultivation area will occupy approximately 500-1000 square feet of the facility, providing ample space for growing high-quality cannabis plants but which will only supply our retail and will not be for wholesale. Although we have a vertical operation, it mimics the size of operations that have sustained the industry for decades. We intend to include a window from the sales floor into the cultivation area to display the growing process and humanize growers instead of isolate consumers from the very human process of growing plants. THE WINDOW WILL BE COMPLIANT- not visible from the public view. The cultivation area will be compliant and physically separated from the other operations to maintain the necessary environmental conditions and ensure security.
2. MPN282263 (Processing): The processing area will encompass approximately 500-1000 square feet and will be strategically located adjacent to the cultivation area but contain no complex extraction machinery. Products will be processed into various cannabis products and made solely available in our retail environment to mimic the decades long industry that regulation has slowly crushed, forcing small operators back into the shadows and supporting large operators who tend to have little connection to the culture.
3. MCN283845 (Dispensary): The dispensary area will cover the remaining approximate 2,000-2,500 square feet of the facility and will be carefully designed to offer a comfortable, inviting, and professional retail environment for customers. The dispensary will be separated from the cultivation and processing areas by secure access points, ensuring compliance with regulations and maintaining the highest standards of security and confidentiality.

4. Storage/Common spaces: The facility will also include shared spaces and resources, such as offices, storage areas, and restrooms, which will be strategically located to support all three operations and cover approximately 1,000-1,500 square feet. The efficient allocation of space and shared resources will enable the applicant to minimize overhead costs, streamline operations, and deliver a superior customer experience. For those looking to see a precise floor plan, this will be developed after Provisional license is secured. See below for capital outlook.

Partners & Management

The owner and individual with sole control of the business is Marco N. Aranzullo, who will be on site every day running all aspects of the store from back-of-house operations to being in the sales and display area interacting with customers and hiring and training staff. Marco has spent 21-plus years running a private company as well as 5 years running a cigar & smoke shop.

Although friends and family members have been included in previous drafts of the business plan, the situation on the ground keeps evolving. Delays with licensing have caused stresses on the plan and for some investors to get skittish. Thus expediency is our top priority in securing funding. Funding usually comes after a team has made it through Provisional Licensing. Currently, Marco is the sole owner, has 100% control, and is considering hiring all employees for next stages, and seeking only institutional funding in order to remain compliant and maintain expediency.

Mission & Vision Statement

It is our mission to establish a first-class marijuana dispensary destination- a micro vertical license- that will not only sell quality adult-use marijuana as well as accessories but have outstanding customer service, act as a destination for adult-use marijuana customers and promote safe use and understanding of cannabis and sustain the culture that has kept cannabis knowledge alive for generations.

Design

The design we have created offers the best of flow, efficiency and security; and would breakdown the design to five areas, a check-in area where the customers can enter, be greeted, checked in and then proceed through locked doors to the sales and display area (the second area) where they would be able to purchase their product. The third area would be the back of house area housing storage, office(s), employee area, employee restroom etc. The fourth area would also be the inventory control room that houses all the product. The fifth area would be a security office. The design will be open design, with a warm rustic look with metal and pallet wood fixtures and design elements, complimented with limited glass cases and granite counters. The POS/CRM systems will be integrated with inventory and be similar to an IPAD register system to add to the modern feel and several kiosks' customers can access to place orders at to offer a more private setting for ordering before picking up their order at the checkout counter (security systems and procedures are included further into in this business plan).

Our cost estimates, as well as the cost of items such as build-out, security systems etc., will be lower due to the construction and security abilities of Marco and the contacts he has in the security and contracting industry to complete the work at a substantial savings.

Capital Resources

In order to ensure the success and growth of our cannabis operations at 15 Main Street, Holyoke, MA, we have reassessed our capital resources and identified a more sustainable and reliable financial foundation.

Rather than relying on personal funds and credit from individuals previously mentioned, we have decided to pursue institutional investment specifically tailored for cannabis companies. This section outlines our updated approach to securing the necessary capital resources for our business.

1. Institutional Investment: We are actively exploring various options, including venture capital firms, private equity investors, and financial institutions specializing in the cannabis industry, to secure the necessary funding for our operations. This approach will provide a more stable financial base and grant us access to industry-specific expertise, networking opportunities, and strategic partnerships that can help drive the success of our business.
2. Grants and Incentives: We will also be researching and applying for any applicable grants, incentives, and funding programs aimed at supporting the growth and development of small businesses, particularly those in the cannabis industry. These programs may offer financial assistance, resources, and support that could contribute to our overall capital resources.
3. Business Loans: As an additional source of funding, we will consider applying for business loans from financial institutions with a track record of supporting cannabis businesses. These loans will be evaluated based on their terms, interest rates, and repayment schedules to ensure they align with our financial projections and goals.
4. Strategic Partnerships: In some cases, we may explore the possibility of forming strategic partnerships with other businesses or industry stakeholders, leveraging their resources and expertise to support our operations. These partnerships may involve financial contributions, in-kind support, or collaborative efforts that provide mutual benefits and contribute to our capital resources.

As we engage with potential investors and secure funding, we will ensure that their roles and involvement in the company are clearly defined and documented. This will ensure transparency and compliance with regulatory requirements. Our updated business plan will provide a comprehensive overview of our capital resources strategy, reflecting our new approach to financing our operations and ensuring the long-term success of our cannabis venture.

Business Operational Software

We will use a CRM software system (at this time we are leaning toward utilizing Flowhub) to assist us in all day-to-day operations and functions as well as staying in compliance with the State of Massachusetts' laws and METRC. Two big CRM companies in the cannabis market are Blaze and Flow hub which have a giant head start on the cannabis CRM market. Utilizing one of these companies will not only allow us to streamline things such as inventory, tracking, customer information but also compliance, security, employees, substance abuse promotion and all aspects of a retail cannabis business. Both of these companies also offer 24/7 support and can be accessed both remotely and offsite. Using a system like this will streamline data that we need on a daily basis; we will also use QuickBooks for accounting, payroll, invoices, bills etc. allowing all business operations to run smooth and efficiently. QuickBooks will also integrate into the CRM software and add an additional layer of inventory tracking and monitoring.

Product

Product sales will be firmly grounded in a strong customer service model. While there may be some differences in product quality from one dispensary to another, Euphorium LLC will strive to carry only high-quality products bought from high quality growers within Massachusetts.

There is obviously more to cannabis than many people realize, there are different strains and variations of potency to those strains which needs to be understood. There are three strains, indica which is mostly known for the heavy limb, overly relaxed hungry feeling strain, sativa which is a head high uplifting feeling and hybrid which is a cross of the two and can be purchased heavier with indica or sativa or just balanced out (having said all that there are strains of both indica and sativa that will mimic the opposite).

Regardless of strain they all contain THC which is best described as that euphoric experience that give the “high” feeling, makes you hungry, helps with pain, insomnia, anxiety, nausea etc. THC is also not for everyone and a number of people would rather stick with CBD as it helps with symptoms such a pain, insomnia, anxiety, nausea but allows the person to stay very clear-headed. Now varying the amounts of THC will ultimately vary the effects and the price.

One of the newest trends is topicals and edibles, topicals is just as one would think; it is a cream or salve that you rub on your skin and it helps with pain and even anxiety. Edibles are again self-explanatory; it is cannabis processed into foods and snacks; but many people have described the effects as very different from smoking flowers. The general consensus is that smoking only really effects your mind whereas edibles have a tendency to be a whole-body experience in respect to effects (this can be different for everyone but generally this is how its described). Concentrates are used in different ways both in edibles and some people will even break it up and sprinkle it on the flower before smoking it but it is something that is very potent and should be used carefully. Cartridges are essentially an oil that is used like a vape pen. Pre-rolls are just pre-rolled cannabis cigarettes. There are a lot of accessories for not only smoking marijuana but storing it, grinding it, baking it etc. However, there is a difference in quality with grinders, pipes, bongs etc. and to keep customers happy quality accessories should be sold and not cheap knock offs. As with Accessories there are also different cultivators, growers and bakeries across the US and with other states dispensaries are required to buy from specifically licensed cultivators, growers and bakeries (for edibles).

Employees

The employees will be well trained on the CRM system, security procedures including but not limited to security emergencies, the theft or loss of cannabis, cannabis handling, customer handling, cash handling, emergency situations, substance abuse training, holdups/robberies etc. Their training will be ongoing and they will all have an operating handbook detailing procedures. We feel this will leave them qualified to handle the wide range of customers that we are going to be serving. When we hire employees, we would like to hire directly from the community we serve and of course be diversified in our employees. We would like to create a team that are looking to make the cannabis industry their career. We would also like to partner with an organization that helps veterans with physical disabilities and give them an opportunity at a career.

We have included descriptions for each position within the dispensary below; however, to ensure that all employees are clear about their roles and responsibilities, we have developed our SOP’s and employee’s handbook which will be given to each employee and reviewed with them.

To ensure that all employees and product are kept safe a thorough background check will be conducted on any potential employee or security team member by the senior management team. Being that the owner Marco N Aranzullo spent 21-plus years in private investigation and security he has the ability and means to do so in a timely and effective manner. All background checks and qualifications for hiring will also be in accordance with Massachusetts 935 CMR 500.030(1) & (2).

Security Overview

Euphorium LLC seeks to dispense cannabis and cannabis products with the highest quality products, excellent customer service, and the safety of our customers, employees and neighboring businesses & community. Every aspect of our security operations will have a strong emphasis on safety, security and preventing the theft or diversion of cannabis.

Security is a top priority and there can be no margin of error as the safety of the employees and product are a top priority and although crime stats have shown a decrease in crime around dispensary’s there’s always going to be at risk

All aspects and regulations relevant to security are present in this Security Plan. Euphorium LLC will work with local law enforcement to adapt to any changes necessary due to the evolution of the cannabis industry. We understand that cooperation with local and state Police Department personnel is key to maintaining integrity within the community, Euphorium LLC will make every effort to fully participate in all requested inspections or investigations relevant to the enforcement of laws and regulations. Security will be accomplished thru physical security, electronic security, compliance with state and local laws and oversight of standard operating procedures.

There will be two levels of security both in person with the use of armed security team members. For the professionalism and decision-making needed it would be heavily preferable to hire current or retired law enforcement and military personal. The second level of security will be electronic and will include but not be limited to:

Cameras w/remote access	key card access	locked doors between areas
alarms	Security lighting	Security gates and window bars
Fire alarms	panic buttons	Protective window film
Continued training	continued education	

Furthermore, the security plan of Euphorium LLC has been developed with the assistance of current and retired law enforcement officers as well as with Massachusetts law 935 CMR 500.110

Euphorium LLC will implement a proactive security strategy to ensure it can not only meet all the requirements of Massachusetts 935 CMR 500.110 but to ensure the safety of our customers, employees and neighboring businesses & community. Part of our security plan includes conspicuous camera placement, access control, ubiquitous presence of security team members, continual security training, drills and staying up to date with all new security tech and procedures.

Security team members will monitor both physically and thru cameras both the inside, outside and parking area of the dispensary. Security equipment (radios, PPE, Camera monitors etc.) will be located in the security office which will only be accessible to approved upper management and security team members (all security DVR's will be secured with accessibility by only the security manager and upper management).

The use of security team members during operating hours will prevent unfavorable situations as well as instill a sense of calm and safety for our customers and employees. Security will be visible while in the entryway/check-in area, sales floor and in the Security office.

All areas of the dispensary will be visible via security cameras which will have two sets of monitors, one in the security office and a second in the owner's office.

With our current floor plan Euphorium LLC will utilize a Vault as well as TTL-30 rated safes with a group 1R lock; this will also us plenty of secured storage and be compliant with Massachusetts law 935 CMR 500.110.

Any deliveries will be brought through the rear entrance before verification of the shipping manifest and securing into the vault. The vault will only be accessible to designated dispensary agents through entrances in the restricted access area. Additionally, the vault will be located on an exterior wall (supporting walls are generally reinforced and more structurally sound) to prevent break-ins from a shared wall of a neighboring business that is not as secure; any entry from a neighboring business would be into a open area with no cannabis product and place the intruder directly in line with motion alarms, video surveillance and audible entry alarm system.

The floor plan design clearly separates the customer areas from the back-of-house operations and vault. The sales and display area are also separated from the entrance by a controlled access door. Accessibility to limited-access areas is only through locked, reinforced doors. The Security Room

placement will enable an immediate reaction from the onsite security team to any issues that may arise within the dispensary. The use of a bud room will reduce the risk to the vault and provide and easier flow for employees.

General Market Analysis

The market trend in the retail recreational dispensary business is a “sky’s the limit market” with states such as California reporting 3.5 billion in gross sales, Oregon at 1.1 billion, Colorado at 2.2 and Connecticut which only has 9 regulated medical marijuana only locations reporting an average of 50 to 60 million in gross sales (Forbes, Cnet, Fortune and Finance online). Information from sources such as Flow hub, Linchpin and Cnet show that 12% of Americans admit to regular cannabis use and nationwide sales up 67% during 2020; the US cannabis industry is reporting 61 billion in sales. Other polls and information show that the biggest market is with the 18- to 25-year-old group which is at about 22% use some sort of cannabis. Other numbers coming in show a 50/50 split on which gender uses cannabis more and that 8.6% of Americans over the age of 26 still admit to some form of cannabis use. Today millennials make up the biggest market with a whopping 48% using cannabis followed by Gen X, Gen Z and then the Baby Boomers at around 13%. There are 14% of Americans admitting to using CBD for things such as pain, nausea, anxiety, insomnia and arthritis and like the fact they can stay clear-headed and not have any effects from the THC. Undoubtedly, the CBD industry as well as the legal recreational cannabis industry will continue to grow and become more profitable due to the aging baby-boomer generation in the United States which is projected to drive increasing demand for relief from symptoms brought on by age. Broken down by customer group the outline would look similar to the below table.

-Younger 21-25 try everything group
-Looking for symptom relief that over-the-counter meds have not helped
-Medical needs with no insurance for doctors, medicines and prescription
-Try it because its legal
-The occasional use customer who had a dealer that would deliver but now that its legal would rather buy it legally knowing its pure and with no risk.

We have established a table below using an average of 120 customers per day with an average transaction of $75.00 and being open 350 days a year.

Sales	$3,150,000.00
COGS	$1,575,00.00
Gross Profit	$1,575,00.00
% Profit	50%
Payroll	$250,000.00
Security	$150,000.00
Location Exps	$100,000.00
Taxes	$300,000.00
Net Profit	$775,000.00

Advertising

In keeping with State of Massachusetts law 935CMR 500.105(4) for advertising we will be using different forms of compliant advertising and of course will insure they all meet the guidelines and laws set forth by the state before any go live, some of those will include but not be limited to; 1- using the Leafly and Weedmaps app which does require age verification, 2- a website which requires age verification, 3- Social media that would only be accessible to over 21 and does not direct market to any specific individual. We will also make sure all of our advertising includes warning including but not limited to excessive use warnings, keep out of reach of children, addiction help hotlines etc. In today’s world and with today’s technology it is very easy to keep all advertising to the over 21 age group. It is also no secret

that cannabis will essentially sell itself and as long as customers know where your located there is no real need for large advertising campaigns.

1. **Environmental Policies and Procedures** -
    a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
        i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
        ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
        iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
        iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
        v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

    b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).

    c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

    d. We will adhere to the following minimum energy efficiency and equipment standards;
        i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.

iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).

iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

1. Roles, Qualifications, and, Training

1.1. General

1.1.1. All employees shall receive training on job specific duties prior to performing those job functions.

1.1.2. All employees shall receive a minimum of eight (8) hours of ongoing training annually.

1.1.3. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.

1.1.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.

1.1.5. Responsible Vendor Program documentation must be retained for four (4) years.

1.2. Facility Job Classifications and Requirements:

1.2.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, inspectors, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to cultivate, process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

1.2.2. **Duty Manager** - The Duty manager deputizes for the Operations Manager in their absence. The Duty manager must interface with staff, law enforcement, inspectors, vendors, and customers. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train and supervise employees. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

1.2.3. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.

1.2.4. **Production Associate** - Our facility has an ongoing need for production associates to cultivate, process and manufacture our range of cannabis products. This product range includes, but is not limited to:

Edibles
Extracts
Pre-rolls
Tinctures

Beverages
Vape pens

Production associates will be required to possess or undergo training in the following cultivation and manufacturing skills:

Plant care and management
Extraction
Weighing
Measuring
Filling cones
Freezing
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

1.3. Employee Training and Selection

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

1.3.1.1. Cannabis Science
1.3.1.2. Horticultural & Organic Cultivation
1.3.1.3. Methods of Extraction
1.3.1.4. Methods of Ingestion
1.3.1.5. Cooking with Cannabis
1.3.1.6. Medical marijuana use
1.3.1.7. Massachusetts Cannabis Law

1.3.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:
1.3.2.1. Production management
1.3.2.2. Wholesale Sales
1.3.2.3. Production and manufacturing
1.3.2.4. Packaging labeling and inventory
1.3.2.5. Sanitation and maintenance of the facility
1.3.2.6. Security of the facility and deliveries

1.3.2.7. Back-office business and management roles such as, account management, administration, etc.

IMPORTANT NOTE

The manufacture of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice**. We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc…) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom**.

As a licensed manufacturing establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

NO customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1. **Restricting Access to age 21 and older**
   - 1.1. All employees and registered agents must be 21 years of age or older.
   - 1.2. All visitors must be 21 years of age or older.
   - 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
   - 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
   - 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
   - 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
   - 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
   - 1.8. All access to cannabis product will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Safety Plan

HYGIENE

Our company understands the need for the highest standards of hygiene and will comply with the CCC regulation 935 CMR 500.105 (3) *General Operational Requirements for Marijuana Establishments - Requirements for the handling of marijuana* and 105 CMR 590.000 in accordance with the following plan

General

Any member of staff required to come into contact with marijuana or marijuana products will be trained to the same standards as food handlers as stated under 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

Personal

All members of staff, whether in direct contact with marijuana and marijuana products, or not, will be expected to maintain adequate personal cleanliness including washing hands thoroughly in the hand-washing facilities provided before starting work, and at any time when hands may have become soiled or contaminated. Our numerous hand-washing facilities are conveniently placed and offer running water at a suitable temperature. Hand-drying amenities are available at all hand-washing facilities.

Our facility is equipped with readily accessible staff toilets that are maintained in a sanitary condition and in good repair.

In the facility

Cleaning and maintenance of the facility, your workspace, the office, bathrooms and storage areas is the responsibility of the team as a whole. Cleaning tasks will be assigned to individuals on a rota basis by the facility managers. The correct performance of these tasks will ensure that the building, fixtures and other physical facilities are maintained in a sanitary condition.

The cleaning products and equipment necessary to maintain standards of cleanliness and sanitation are safely stored in their own, well-lit closet. All toxic products shall be identified and stored in a manner that prevents them from contaminating any marijuana or marijuana products.

To prevent unpleasant odors and avoid attracting unwanted pests it is essential that litter and waste are removed and disposed of correctly. All staff will receive training in the required protocols for the correct manner of disposing of waste pursuant to 935 CMR 500.105 (12).

Our countertops, furnishings, contact surfaces, tools and equipment have all been designed or selected for the ease with which they may be kept clean and sanitized. All shall be cleaned as frequently as is necessary to protect against contamination. All shall be cleaned using and EPA-approved sanitizing product in accordance with the instructions on the label.

Storage and handling
While all products handled in our facility with be stored in compliance with state regulations as outlined in 935 CMR 500.150 (2), (3), and (11) All staff that are required to handle edible marijuana products whether during manufacture, storage, or shipping, shall receive training in Food Handling pursuant to 105 CMR 590.000.

Infrastructure
Our facility has access to the city water supply that provides an abundant source of safe, potable water capable of meeting and exceeding the Marijuana Establishment's needs. Our plumbing infrastructure is adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Our sewage system is fully capable of conveying sewage and liquid disposable waste from our establishment. The water supply and sewage systems are entirely separate and independent of each other.

Transportation to and from our facility
It is essential that the storage and transportation of marijuana and marijuana products is conducted in a manner that ensures these items and their packaging are protected from physical, chemical, and microbial contamination.

Products are generally delivered to our facility by vehicles belonging to either a licensed cultivator, manufacturer, or third-party transporter in temperature-controlled vehicles that are, pursuant to 21 CFR 1.908(c), specifically designed, maintained, and equipped to provide an ambient temperature and environment to ensure the safe transportation of marijuana and marijuana products.

All staff engaged in the shipping and receiving of goods must remain alert to the sanitation and hygiene standards of these vehicles and must report any concerns or misgivings to their supervisor. Particular attention should be paid to whether the vehicle and cargo area are in an appropriate sanitary condition for the transportation of food; free of visible pest infestation or any previous cargo that could cause the product to become unsafe during transportation.

Inspection
Inspections are generally conducted prior to the initial issue of a license or at the time of renewal, However, additional inspections may be made whenever the Commission deems it necessary for legal, statutory, or regulatory enforcement.

We are licensed to conduct business as a Marijuana Establishment. A condition of this license is that we provide consent to the Cannabis Control Commission or its agents to inspect all areas of our facility (including company vehicles), all marijuana establishment agents and activities, and all records. The administrative side our company will be conducted in a manner that allows for the efficient and timely presentation of any required document at the Commission's convenience. These records may include, but are not limited to the following:

- Documentation of compliance with the testing requirements of 935 CMR 500.160

- Written policies and procedures for the production or distribution of Marijuana Products in accordance with 935 CMR 500.130.
- Written operating procedures as required by 935 CMR 500.105(1)
- Inventory records as required by 935 CMR 500.105(8)
- Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)
- 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:
        - all materials submitted to the Commission pursuant to 935 CMR 500.030(2)
        - documentation of verification of references
        - the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
        - documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
        - documentation of periodic performance evaluations; a record of any disciplinary action taken
        - notice of completed responsible vendor and eight-hour related duty training.
    - A staffing plan that will demonstrate accessible business hours
    - Personnel policies and procedures
    - All background check reports obtained in accordance with 935 CMR 500.030.

- Business records, which shall include manual or computerized records of
    - Assets and liabilities
    - Monetary transactions
    - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
    - Sales records including the quantity, form, and cost of marijuana products
    - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- Waste disposal records as required under 935 CMR 500.105(12)
- Visitors log
- Consumer Education Materials

- In the event that a Marijuana Establishment closes, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Fire Safety

- Prominent signage will be posted at all entrances to our Marijuana Establishment stating the method of extraction in accordance with 935 CMR 500.130.
- A copy of our permit to keep, store, handle, or otherwise use flammable and combustible materials shall be posted at each place of operation within the facility in accordance with 935 CMR 500.130

Euphorium LLC
Diversity Plan

Introduction

Our aim is to empower underrepresented groups such as minorities, veterans, women, disabled individuals, and LGBTQ+ residents of the Commonwealth, with the goal of breaking the cycle of workplace inequality. To achieve this, we plan to educate people about the significance of taking ownership, foster a sense of community among diverse groups and neighboring organizations, and offer job opportunities to people from diverse backgrounds, with a range of responsibilities, in order to create an effective and strong operation that all Massachusetts residents can take pride in.

To the extent permissible by law, it is the policy of this company to prioritize hiring and community engagement and support among the following demographic groups:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. People who identify as LGBTQ+

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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

Goals

1. Employing 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities.
2. We have a goal of 100% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction regarding inclusivity, and 100% of staff having access to diversity literature in the workplace.

3. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are of the above-listed groups.
4. Have 100% of employees acknowledge our diversity goals and actively participate in attempting to accomplish them.
5. Engage with at least one diversely owned supplier from the SDO supplier list.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually on Indeed.com, Linkedin, or in the Boston Globe, with the objective of reaching, women, veterans, minorities, LGBTQ+ members, and those with disabilities. Ads will target specific neighborhoods with corresponding demographics.
2. Distribute internal workplace information notices, annually (and verbally at team meetings at least quarterly), aimed at encouraging current employees to recommend women, veterans, minorities, LGBTQ+ members, and those with disabilities for employment.
3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors, or contractors to engage with.
5. Access the SDO supplier list to engage with women, veteran, minority, LGBTQ+ member, and disabled-owned suppliers.

Measurement:

We intend to focus our efforts on the following metrics:

1. Have 8 employment positions been created since initial licensure?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching women, veterans, minorities, LGBTQ+ members, and those with disabilities?
3. Have we relayed our hiring needs to the CCC Social Equity cohorts and did the CCC notify or post regarding employment opportunities?
4. Have we hired 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities, or do at least 60% of our total hires include a mix of these above demographics?
5. Have any employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has

increased company or management diversity with 50% of promotions being diverse employees?

6. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?
7. Have we compiled anonymous data in spreadsheets from our surveys to better understand and track diversity at our company which can be shared with public officials or nonprofit organizations seeking to promote diversity in their mission?
8. Have we partnered with at least 2 women, veteran, minority, LGBTQ+ member, and disabled-owned businesses or wholesalers?
9. Do we have evidence of the literature or postings on diversity and our anonymous comment box that we have made available to employees to facilitate diverse or underrepresented voices in our staff?
10. Are staff aware, through staff meeting agendas, emails, paper bulletins, or other methods that diversity is a compliance issue and important to the company and community?

1.1. Quality Control and Testing

1.1.1. Incoming marijuana inventory

1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt,. Sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.

- All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana** and **Inventory Control and Reconciliation** protocols above.
- Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
- Each of the three parties should submit a report on the incident to the Commission.
- The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:

1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.2. Outgoing marijuana inventory

1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and the Company. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.

1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.

1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.

1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.

1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).

1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.

1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.

1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:

- Stock is efficiently rotated to ensure that older product is sold before newer product.
- All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.3. Hygiene

1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.

1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and

- Washing hands appropriately.

1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

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

1.1.3.9. Water supply shall be sufficient for necessary operations.

1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.

1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

1.1. Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:

1.1.1.1. Assets and liabilities.

1.1.1.2. Monetary transactions.

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

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

1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.

1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.

1.4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).

1.4.1. General

1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.

1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.

1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.

1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

1.4.2. Inventory records include:

1.4.2.1. Shipping manifests

1.4.2.2. Delivery and unpacking video recordings

1.4.2.3. Daily sales stock withdrawal and return reports

1.4.2.4. Weekly inventory reports

1.4.2.5. Product return reports

1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.

1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.

1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.

1.4.7. The accounts will be reviewed monthly by a licensed CPA.

1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.

1.4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet

1.4.10. Expense records

1.4.10.1. Duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means.

1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.

1.4.11. Contracts and Agreements - The Company, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;

Sales and Purchase agreements
Loan agreements
Rental agreements
Lease agreements
Franchise agreements
Sale and lease back agreements
Trading agreements with suppliers
Insurance policies
Legal documentation
All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies
Contracts with telecommunications companies
Business registration documents and certificates
Business licensing documents
Surety bonds
Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

Record Keeping Procedures

1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1)The Operations Manager has copies of the company operating procedures.

1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.6. Inventory records as required by 935 CMR500.105(8);

1.1.2. Inventory records include:

Shipping and delivery manifests Delivery
and shipping video recordings
Daily production stock withdrawal and return reports
Weekly inventory reports
Product return reports

1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.

1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labeled with the date and manifest number(s), and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.

1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to

be digitized and a hard copy kept in the records cabinet.

1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.

1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietarySeed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.

1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products.

1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.

1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

1.1.3. Personnel records:

1.1.3.1. All personnel files are to be stored in the records cabinet

1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.

1.1.3.3. A personnel record for each marijuana establishment agent 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:

1.1.3.3.1. all materials submitted to the Commission pursuant to 935CMR 500.030(2);

1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

1.1.3.3.3. 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 topic discussed, including the name and title of presenters;

1.1.3.3.4. documentation of periodic performance evaluations;

1.1.3.3.5. a record of any disciplinary action taken.

1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.

1.1.3.3.7. records of any health and safety-related incidents

1.1.4. Personnel policies and procedures

1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees and includes:

1.1.4.1.1. Our Code of Ethics
1.1.4.1.2. Whitle-blower Policy; and
1.1.4.1.3. Our policy that notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights

1.1.4.2. Certain specialized procedures are contained in the security plan.

1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgment will be stored with their individual personnel record.

1.1.4.4. All personnel files are to be stored in the records cabinet

1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records

1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).

1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).

1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.

1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.

1.1.4.10. At least two licensed marijuana agents must witness and document this process.

1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.5. Security Device Log

1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.

1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.

1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.

1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.

1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

1.2. As per 935 CMR 500.105 (9) we will maintain our records in accordance with generally accepted accounting principles.

1.3. Our written operating procedures will be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*

1.4. The following business records will be maintained;

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. *935 CMR 500.105(9)*

Personnel Policies and Background Checks

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

2. Roles, Qualifications, Training, and Selection
- 2.1. Facility Job Classifications and Requirements:
- 2.2. Employee Training and Selection

3. Employment Policies
- 3.1. Employee Classifications
- 3.2. Equal Employment Opportunity & American with Disabilities Act.
- 3.3. Diversity Plan
- 3.4. Confidentiality.
- 3.5. Employment of Minors.
- 3.6. Employment of Relatives
- 3.7. Introductory Period
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- 4.1. Pay Periods and Paydays
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Standards of Conduct and Employee Performance
- 4.7. Anti-Harassment and Discrimination
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- 4.10. Attendance
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- 4.12. Dress Code
- 4.13. Safety
- 4.14. Substance and Abuse
- 4.15. Workplace Searches.
- 4.16. Social Media Policy.
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5. Employee Benefits and Services
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5.4. Worker's Compensation.
5.5. Social Security Benefits (FICA)
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6. Employee Leaves of Absence and Time Off
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6.2. Sick Days
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6.4. Pregnancy-Disability Leave
6.5. Workers' Compensation Leave
6.6. Voting Time

1. Introduction

1.1. The Employee Handbook

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

1.2. Changes in Policy

1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by the Company. and you may not rely on policies that have been superseded.

1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

1.3. Employment-At-Will

1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.

1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.

1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.

1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:

1.4.3.1. be 21 years of age or older;

1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.

1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.

1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment.The registration shall be immediately void when the agent is no longer associated with the Company.

1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can

communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.

2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

Edibles
Extracts
Pre-rolls
Tinctures
Beverages
Vape pens

Production associates will be required to possess or undergo training in the following manufacturing skills:

Extraction
Weighing
Measuring
Filling cones
Freezing
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time

2.2. Employee Training and Selection

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

2.2.1.1. Cannabis Science
2.2.1.2. Horticultural & Organic Cultivation
2.2.1.3. Methods of Extraction
2.2.1.4. Methods of Ingestion
2.2.1.5. Cooking with Cannabis
2.2.1.6. Medical marijuana use
2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:
2.2.2.1. Production management
2.2.2.2. Wholesale Sales
2.2.2.3. Production and manufacturing
2.2.2.4. Packaging labeling and inventory
2.2.2.5. Sanitation and maintenance of the facility
2.2.2.6. Security of the facility and deliveries
2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

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

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

3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.

3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.

3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period.

Short-term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. Equal Employment Opportunity & American with Disabilities Act.

3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.

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

3.3. Diversity Plan

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace

where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best-qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

3.4. Confidentiality.

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

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

3.5. Employment of Relatives

3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in- law, current father-in-law, grandparent, or grandchild.

3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the

introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.

3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee

3.8. Privacy

3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the

Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

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

3.11. Political Neutrality

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

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

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

4.2. Overtime

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

4.3. Rest and Meal Periods

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

4.4. Time Cards

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

4.5. Payroll Deductions

4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order]. You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2] form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

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

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

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

5.2. Prohibited Conduct

5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.

5.2.1.2. submission to or rejection of such conduct by an individual is used asa basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.

5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial

epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories

5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

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

5.4.2. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:

5.5.2.1. Dishonesty;

5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony

charge of distribution of a drug to a minor jay be subject to immediate dismissal.

5.5.2.3. Falsification of Company records;

5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;

5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;

5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;

5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;

5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;

5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;

5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;

5.5.2.11. Sexual or other illegal harassment or discrimination;

5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;

5.5.2.13. Violation of any Company policy.

5.6. Dress Code

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

5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

5.7. Safety

5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.

5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. Substance and Abuse

5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or

5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.

5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the

Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

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

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

5.9. Workplace Searches

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

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

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

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

5.10. Social Media Policy

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

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

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

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being

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

5.10.5. The use of social media channels on company time for personal purposes is not allowed.

5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.

5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

6.1.1. Aside from those benefits required by state and federal regulations, the Company. also offers additional benefits for its full-time employees.

6.1.2. From time to time, benefits may be added or deleted from the benefits package.

6.1.3. The Company reserves the right to make such changes.This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.

6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. COBRA

6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the

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

6.3. Worker's Compensation

6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.

6.3.2. The Company. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.

6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.

6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.

6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

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

6.5. Unemployment Insurance

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

7. Employee Leaves of Absence and Time Off

7.1. General

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

7.1.2. All requests for a leave of absence will be considered in light of their effect on

the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.

7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.

7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

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

7.3. Pregnancy-Disability Leave

7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

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

7.5. Voting Time

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