Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283322

Original Issued Date: 07/02/2022

Issued Date: 08/10/2026

Expiration Date: 11/09/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ACMJ, Inc.

Phone Number: 516-672-3684 **Email Address:** steve@acmjinc.com

Business Address 1: 532 Main St. **Business Address 2:**

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

Mailing Address 1: 532 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: 23 **Percentage Of Control:** 30

Role: Owner / Partner **Other Role:**

First Name: Steven **Last Name:** Fontana **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 23 **Percentage Of Control:** 30

Role: Owner / Partner **Other Role:**

First Name: William **Last Name:** Monaghan **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 10 **Percentage Of Control:** 10

Role: Owner / Partner **Other Role:**

First Name: Anthony **Last Name:** Clemente **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

Entity with Direct or Indirect Authority 1

Percentage of Control: 25 **Percentage of Ownership:** 24

Entity Legal Name: Indigold LLC **Entity DBA:** **DBA City:**

Entity Description: REAL PROPERTY

Foreign Subsidiary Narrative:

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: Landlord. Indigold LLC has leased the space necessary for this facility to ACMJ,Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 532 Main Street

Establishment Address 2:

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

Approximate square footage of the Establishment: 13000 **How many abutters does this property have?:** 5

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

Cultivation Tier: **Cultivation Environment:**

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA	ACMJ, Inc HCA updated.pdf	pdf	6a5480c95df7978efbc5e8c0	07/13/2026
Plan to Remain Compliant with Local Zoning	HCA_ptrc.pdf	pdf	6a6b811f047bb84e23625d70	07/30/2026

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - ACMJ - 012321.pdf	pdf	600c845238f3c9077bbcb428	01/23/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: William **Last Name:** Monaghan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Steven **Last Name:** Fontana **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Anthony **Last Name:** Clemente **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner **Other Role:**

Entity Legal Name: Indigold LLC **Entity DBA:**

Entity Description: Real Property

Phone: 917-783-8948 **Email:** dirk@dirkauferoth.com

Primary Business Address 1: 532 Main Street **Primary Business Address 2:**

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

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	6015b571fade7a35e9f2caab	01/30/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SOC - 012821.pdf	pdf	6015b5974dba6f360b67cf4a	01/30/2021
Bylaws	Corporation Bylaws.pdf	pdf	602283c010e86b36bb895ee8	02/09/2021
Department of Revenue - Certificate of Good standing	DoR Certificate of Good Standing.pdf	pdf	605096e993274435ba9e3dc7	03/16/2021
Secretary of Commonwealth - Certificate of Good Standing	DoUA waiver - ACMJ.pdf	pdf	60509711c997b43574a1cefa	03/16/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	ACMJ - Cert of Comp - 7.13.26.pdf	pdf	6a5482d6ce6bcb858fd908b9	07/13/2026
Secretary of Commonwealth - Certificate of Good Standing	ACMJ - SOS Good Standing - 7.13.26.pdf	pdf	6a588ba6c6a1b49c71c36cc4	07/16/2026
Department of Revenue - Certificate of Good standing	ACMJ - DOR Good Standing_726.pdf	pdf	6a627def047bb84e235c2d35	07/23/2026

Massachusetts Business Identification Number: 001471360

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Operating Agreement or Articles of Incorporation	ACMJ, Inc. - Filed Articles of Entity Conversion.pdf	pdf	6894362397444ac6c4b6cbad	08/07/2025
Business Plan	ACMJ - Business Plan - 2026.pdf	pdf	6a548b0b5df7978efbc5ea6a	07/13/2026

Capitalization Table	ACMJ - Capitalization Table - 2026.pdf	pdf	6a548b725df7978efbc5ea94	07/13/2026
Proposed Timeline	ACMJ - Timeline - 7.13.26.pdf	pdf	6a548c78ce6bcb858fd90a0f	07/13/2026

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures - Cultivation - 111220.pdf	pdf	60198bc2238c3036b0f83e72	02/02/2021
Energy Compliance Plan	Energy Compliance Plan - Cultivation - 111220.pdf	pdf	60198bc465c0d035fcc4b60d	02/02/2021
Inventory procedures	Inventory procedures - Cultivation - 111220.pdf	pdf	60198bc772b5633675941ec2	02/02/2021
Maintaining of financial records	Maintaining Financial Records - Cultivation - 111220.pdf	pdf	60198bcd4cfbf7366ef3c67a	02/02/2021
Diversity plan	Diversity Plan - ACMJ - 092220.pdf	pdf	60198c2c6902113684c6cf95	02/02/2021
Personnel policies including background checks	Personnel Policies - ACMJ - 092220.pdf	pdf	60198c6265c0d035fcc4b617	02/02/2021
Restricting Access to age 21 and older	Plan to restrict access 21 - ACMJ - 091020.pdf	pdf	60198c6472b5633675941ecb	02/02/2021
Prevention of diversion	Prevention of diversion - ACMJ - 091020.pdf	pdf	60198c676902113684c6cf9b	02/02/2021
Qualifications and training	Qualifications and Training - Cultivation_Manufacture - 092220.pdf	pdf	60198c691681d1368fdb2d91	02/02/2021
Quality control and testing	Quality control and testing - ACMJ - 091020.pdf	pdf	60198c9c1681d1368fdb2d9d	02/02/2021
Record Keeping procedures	Record keeping procedures - ACMJ - 091020.pdf	pdf	60198c9e4dba6f360b67d818	02/02/2021
Security plan	Security Plan - ACMJ - 092220.pdf	pdf	60198ca0238c3036b0f83e86	02/02/2021
Storage of marijuana	Storage of Marijuana - ACMJ - 091020.pdf	pdf	60198ca210e86b36bb8948fe	02/02/2021
Transportation of marijuana	Transportation of marijuana - ACMJ - 091020.pdf	pdf	60198ca74cfbf7366ef3c690	02/02/2021
Policies and Procedures for cultivating.	Cultivation Plan - Operating Policies and Procedures - ACMJ - 091020.pdf	pdf	60198cdf4cfbf7366ef3c699	02/02/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: we are not operational. license is Provisional only.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: we are not operational; no progress on this front.

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 8:00 PM
Tuesday From: 10:00 AM	**Tuesday To:** 8:00 PM
Wednesday From: 10:00 AM	**Wednesday To:** 8:00 PM
Thursday From: 10:00 AM	**Thursday To:** 8:00 PM
Friday From: 10:00 AM	**Friday To:** 8:00 PM
Saturday From: 10:00 AM	**Saturday To:** 8:00 PM
Sunday From: 10:00 AM	**Sunday To:** 8:00 PM

<u>Plan to Remain Compliant with Local Zoning, Holyoke, MA</u> (updated 7/2026):

ACMJ, Inc. attests that it will, through its operation of a cultivation, and manufacturing establishment in the city of Holyoke, MA, follow and remain compliant with all local zoning requirements under the Holyoke Zoning Bylaws pertaining to, but not limited to:

Use regulations
Signs and signage
Off Street Parking and Loading Regulations
Adult Use Marijuana Bylaw

ACMJ, Inc has been granted a host agreement by the city of Holyoke, and intends to follow the use regulations for permitted use at our 532 Main Street location, as well as performance standards for security and fire, and special provisions for parking, loading, signs, etc.

As all Marijuana Establishments in the city of Holyoke require Special Permit approval, we will ensure compliance with all local laws. The duration of the special permit, once granted, lasts in perpetuity or until the establishment moves or closes. We will also continue to communicate with the town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

2 of 812

Impact Costs

Steven Fontana <steve@acmjinc.com>
to clerks, Will

Wed, Jun 28, 4:52 PM (19 hours ago)

Hello

I am writing on behalf of ACMJ, Inc., we are a provisionally-licensed cannabis company located at 532 Main St., 2nd floor (not to be confused with Cannalive on the 3rd floor). We have not started construction yet. As per our annual renewal application, we are required to contact the City regarding costs incurred related to our business.

Please provide a record of any and all costs incurred as a result of ACMJ's operations within the City of Holyoke to date.

Thank You

Reply | Reply all | Forward

2 of 812

Impact Costs

Steven Fontana <steve@acmjinc.com>
to clerks, Will

Jun 28, 2023, 4:52 PM (19 hours ago)

from:	**Steven Fontana** <steve@acmjinc.com>
to:	clerks@holyoke.org
cc:	Will Monaghan <will@acmjinc.com>
date:	Jun 28, 2023, 4:52 PM
subject:	Impact Costs
mailed-by:	acmjinc.com

Hello

I am writing c company located at 532 Main St., 2nd floor (not to be confused with Cannalive on annual renewal application, we are required to contact the City regarding costs incurre

Please provi erations within the City of Holyoke to date.

Thank You

Reply Reply all Forward

The ACMJ Positive Impact Program

Introduction

This direct mentor-to-mentee program will be hosted in Holyoke, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. ACMJ, Inc has committed to funding the services of a Business Development Consultant to assist selected applicants in their business development efforts. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Access to this program will be promoted and advertised through print media, social media, poster campaigns, and any other means.

Acknowledgements

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

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

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

Goals:

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

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

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

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of identifying and supporting the business development, and license application of three candidates from the PTG described above:

- Access to **weekly** training conferences
    - applicants will acquire or adapt some of the tools and skills necessary to achieve success as an entrepreneur within the licensed marijuana industry.
    - applicants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
- Provide applicants open access to expert, proactive, ongoing mentorship and counseling, a resource center providing documents and information of use to both PTG entrepreneurs and

those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals.

Programs:

The *ACMJ Positive Impact Program* comprises three main elements:

Weekly training conference - This free, weekly conference will be conducted online. The goal of these conferences is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, and business owner.

Conference Content:

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

Mentorship and Counseling - Conference participants will be offered free, ongoing and direct access to an industry professional who provides access to knowledge, experience and professional expertise in Business Development, Marijuana LIcensing, Federal and State law, and Federal and State accounting. This facility will assist and guide applicants by providing the following:

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

Measurements:

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

- **Attendance** - The program must identify and engage at least three teams or individuals from the above PTG that desire assistance and choose to participate in the program.
- **Feedback** - All participants will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 65% of participants provide feedback and that feedback rating is at least 3.5 out of 5.
- **Achievements** - At least one of the program participants should achieve pre-approval for delivery or complete a provisional license for submission.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to renewal of the license.

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: 001449477

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

2a. Location of its principal office:
No. and Street: 532 MAIN STREET
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 532 MAIN STREET
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: EZRA PARZYBOK
No. and Street: 139 DAMON ROAD
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

I, EZRA PARZYBOK 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

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	STEVEN FONTANA	532 MAIN STREET HOLYOKE, MA 01040 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	STEVEN FONTANA	532 MAIN STREET HOLYOKE, MA 01040 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of July, 2020,
DANIEL VAILLANT

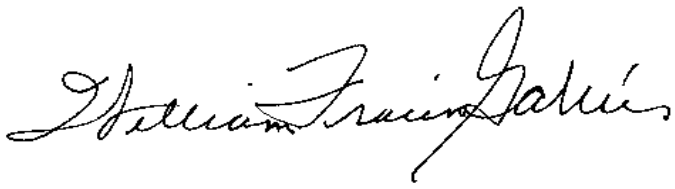
(The certificate must be signed by the person forming the LLC.)

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THE COMMONWEALTH OF MASSACHUSETTS

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

July 23, 2020 03:59 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 27, 2021

To Whom It May Concern :

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

ACMJ, INC.

is a domestic corporation organized on **November 19, 2020** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 21011030010

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

Processed by: Bod

BY-LAWS

of

ACMJ, INC.

ARTICLE I

Articles of Organization

The name and purposes of the corporation shall be as set forth in the Articles of Organization. These ByLaws, the powers of the corporation and its Directors and stockholders, and all matters concerning the conduct and regulation of the business of the corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization. All references in these ByLaws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended or restated.

ARTICLE II

Fiscal Year

Except as from time to time otherwise determined by the Director(s), the fiscal year of the corporation shall end each year on December 31st.

ARTICLE III

Meetings of Stockholders

Section I. Annual Meetings.

The annual meeting of the stockholders shall be held on the second Tuesday in March of each year (or if it be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the Board of Directors or the President. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these ByLaws, may be

specified by the Board of Directors of the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these ByLaws or otherwise all the force effect of an annual meeting.

Section 2. Special Meetings.

A special meeting of the stockholders may be called at any time by the president, or by majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer, upon written application of one or more stockholders who hold at least onetenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place, and purposes of the meeting.

Section 3. Place of Meetings.

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as designated by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. Any adjourned session of any meeting of the stockholders shall be held at such place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as is designated in the vote of adjournment.

Section 4. Notice of Meetings.

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seven days before the meeting to each stockholder entitled to vote thereat and to each stockholder who is otherwise entitled by law of by the Articles of Organization to such notice, by leaving such notice with him or at his residence or

usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer or by a person designated either by the Secretary, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these ByLaws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5. Quorum.

At any meeting of the stockholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting; except that if two or more classes or series, then in the case of each such classes or series a quorum for that matter shall consist of a majority in interest of all stock of that class or series issued and outstanding; and except when a larger quorum is required by law, by the Articles of Organization or by these ByLaws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice, providing that a quorum is present at said adjourned time.

Section 6. Action by Vote.

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any

question other than an election to an office shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these ByLaws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 7. Voting.

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them or recorded according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 8. Action by Consent.

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Proxies.

Stockholders entitled to vote may vote either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the Secretary or the person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be

executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE IV

Directors

Section 1. Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these ByLaws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 2. Enumeration, Election and Term of Office.

The Board of Directors shall consist of not less than three (3) Directors, until such time as the stockholders agree unanimously, or until the death or disability of a Director. The number of the Directors shall be as determined from time to time by the stockholders and may be enlarged by vote of a majority of the Directors then in office. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office until the next annual election of Directors and until his successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is

absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 4. Special Meetings.

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by two or more Directors, reasonable notice thereof being given to each director by the Secretary or an Assistant Secretary, or, if there be none by the Secretary or an Assistant Secretary, by the officer or one of the Directors calling the meeting.

Section 5. Notice.

It shall be reasonable and sufficient notice to a Director to send notice by mail at least fortyeight hours or by telegram at least twentyfour hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twentyfour hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

Section 6. Quorum.

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of all of the Directors then in office. Whether or not a quorum is present any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these ByLaws.

Section 7. Action by Consent.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors at a meeting.

Section 8. Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these ByLaws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these ByLaws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of

Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE V

Officers and Agents

Section 1. Enumeration; Qualification.

The officers of the corporation shall be a President, Treasurer, a Secretary, and such other officers, if any, as the incorporators at the initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion appoint. Any officer may be, but none need be a Director or stockholder. The Secretary shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amounts and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

Section 2. Powers.

Subject to law, to the Articles of Organization and to the other provisions of these ByLaws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as the Directors may from time to time designate.

Section 3. Election.

The President, the Treasurer and the Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of the stockholders. Other officers, if any, may be elected or appointed by the Board of Directors at said meeting or at any other time.

Section 4. Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these ByLaws, the President, the Treasurer and the Secretary shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

Section 5. President and VicePresidents.

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors, he shall preside, when present, at all meetings of stockholders and of the Board of Directors.

Any VicePresident shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

Section 6. Treasurer and Assistant Treasurer.

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

Section 7. Secretary and Assistant Secretaries.

The Secretary shall keep a record of the meetings of stockholders and directors. In the absence of the Secretary from any meeting of stockholders or directors, an Assistant Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary.

ARTICLE VI

Resignations, Removals and Vacancies

Section 1. Resignations.

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Secretary or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof.

Section 2. Removals.

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by unanimous vote of the holders of the shares entitled to vote in the election of Directors, provided that the Directors of a class elected by a particular class of stockholders may be removed only by the vote of the holders of a majority of

the shares of the particular class of stockholders entitled to vote for the election of such Directors.

The Directors may by vote of a majority of the Directors then in office remove any Director for cause.

The Director may remove any officer from office with or without assignment of cause by vote of a majority of the Directors then in office.

If cause is assigned for removal of any Director or officer such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposed to remove him.

The Directors may by unanimous vote terminate or modify the authority of any agent or employee.

Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provisions shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

Section 3. Vacancies.

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from action by the stockholder may be filled by the stockholder at the same meeting at which such action was taken by them.

If the office of any officer becomes vacant, the Directors may elect or appoint a successor by unanimous vote.

Each such successor shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

ARTICLE VII

Indemnification of Directors and Others

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

(a) Such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:

(i) by a disinterested majority of the Directors then in office; or

(ii) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or officer; or

(b) In the absence of action by disinterested directors or stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contact or otherwise under law. As used in this Article, the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

ARTICLE VIII

Stock

Section 1. Stock Authorized.

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

Section 2. Issue of Authorized Unissued Capital Stock.

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus.

Section 3. Certificates of Stock.

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the class and the designation of the series, if any, of the shares held by him. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation.

Every certificate for shares of stock subject to any restriction or transfer pursuant to the Articles of Organization, these ByLaws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction

and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 4. Transfers.

Subject to the restrictions, if any, imposed by the Articles of Organization, these ByLaws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these ByLaws. It shall be the duty of each stockholder to notify the corporation of his post office address.

Section 5. Lost, Mutilated, or Destroyed Certificates.

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

Section 6. Transfer Agent and Registrar.

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

Section 7. Setting Record Date and Closing Transfer Records.

The Board of Directors may fix in advance a time not more than sixty days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the corporation for all or any part of such sixty day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE IX

Miscellaneous Provisions

Section 1. Execution of Papers.

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

Section 2. Voting of Securities.

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorneyinfact for the corporation, with or without power of substitution, at any meeting thereof.

Section 3. Corporate Seal.

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

Section 4. Corporate Records.

The original, or attested copies, of the Articles of Organization, ByLaws and records of all meetings of the Incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Secretary or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereto or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 5. Evidence of Authority.

A certificate by the Secretary or Assistant Secretary as to any matter relative to the Articles of Organization, ByLaws, records, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

ARTICLE X

Amendments

These ByLaws may be amended or repealed in whole or in part by the unanimous vote of the holders of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors by unanimous vote may make, amend or repeal the ByLaws, in

whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the ByLaws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any ByLaw, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the ByLaws. No change in the date fixed in these ByLaws for the annual meeting of stockholders may be made within sixty days before the date fixed in these ByLaws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting.

Any ByLaw adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the ByLaws.

ARTICLE XI

Repayment Arrangement

Any payment paid to an officer of the corporation such as a salary, commission, bonus, interest, or rent, for entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his or her future compensation payments, until the amount owed to the corporation has been recovered.

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

mass.gov/dor

Letter ID: L0063167808
Notice Date: March 8, 2021
Case ID: 0-001-118-547

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000002

ACMJ, INC
532 MAIN ST # 201
HOLYOKE MA 01040-5596

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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

ACMJ, Inc
532 Main Street
Holyoke, MA 01040

3/2/21

Certificate of Good Standing - DoUA

Dear Cannabis Control Commission:

This letter is to certify and attest that at the present time ACMJ, Inc is unable to obtain a Certificate of Good Standing from the Department of Unemployment Assistance as the Company cannot register with the department until hiring employees.

If you have any questions, please feel free to contact me at the above number.

Sincerely,

Steve Fontana

President,
ACMJ, Inc



2026

BUSINESS PLAN

CANNABIS CULTIVATION & MANUFACTURING

This document contains Confidential & Proprietary Information belonging exclusively to ACMJ, Inc.



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01

Executive Summary

Company Summary

Start-up Summary

Company Summary

ACMJ, Inc. is a boutique, quality-focused indoor cultivator, manufacturer and processor of legal cannabis products. ACMJ is led by a team of experienced business, finance, and marijuana professionals. We are poised to penetrate the recently legalized, rapidly growing, and high-demand recreational cannabis market in the Commonwealth of Massachusetts. We have a five-year plan to achieve growth from an initial 500 square feet of plant canopy in year one to 6,000 square feet of plant canopy in year five.

ACMJ has received provisional approval for a cultivation license from the Massachusetts Cannabis Control Commission (CCC), and the necessary special permits from local municipalities to cultivate, and market cannabis and cannabis products from its current location in Holyoke, Massachusetts. ACMJ has also applied for a manufacturing and processing license and expects to have this obtained by June 30, 2026. In the interim, ACMJ has secured tolling arrangements with several established manufacturers which enables the company to operate in the interim while it awaits is license.

Our facilities will be housed in 13,000 square feet on the second floor of a former thread manufacturing mill. This building is located in the appropriate industrial zone and offers excellent access to utilities and ample off-street parking. A further

27,000+ square feet of suitable space in the same building is available for future expansion should it be needed.

We will apply state-of the-art, year-round, cultivation, extraction, and production methodologies to create a range of expertly crafted high-quality cannabis products. Our wholesale cannabis flower was curated from a selection of proven, “crowd- pleaser” strains, with a focus on desirable attributes such as freshness, aesthetics, and potency. Our long-term goals include the breeding and development of exclusive cannabis strains.

ACMJ has attained both local and state licensing, identified and secured an ideal, long-term growing and manufacturing facility, and is ready to begin the next phase of the project.

Main Goals

- Obtain provisional license to manufacture and process cannabis
- Construct, fit-out, and equip cultivation, extraction, and manufacturing facility
- Attain final licensure and authority to commence operations from the CCC
- Invest in sales and marketing to increase brand value
- Ensure effective management of revenues and working capital
- Reinvest operating cash flow to fund proposed growth and achieve greater market share and maintain competitive edge

Mission

- To grow one of the best cannabis products and establish an innovative cannabis growing brand

Products & Services

ACMJ will grow, refine, and extract from a selection of popular, high-quality cannabis strains using energy-efficient production practices combined with proven genetics. Together, these provide a balance between high-yield production and outstanding quality that consumers value. Our harvest will produce cannabis

flower to be dried, cured and sold in a variety of weights, and plant matter that will be extracted to produce bubble hash from which a variety of products may be derived.

While our primary products are clearly defined, our flexible approach to product development will allow ACMJ to rapidly pivot to meet market demands and evolving trends. In the event that production needs outstrip the supply of bubble hash, we are able to divert raw flower to hash production.

This range of products will include:

Flower/Pre-Rolls

- Branded and packaged eighths, quarters, halves, and whole ounces
- Branded and packaged pre-rolls in 0.25 gram ("dog-walkers" or "selfies") and 0.75 gram sizes (regular)
- White-label wholesale flower in quarter, half, and full pounds

Careful strain selection and obsessive cultivation and curing practices will help ensure that the plant sustains its excellence beyond the point of harvest to be cured and packaged in a manner that ensures peak freshness.

Bubble Hash

- Branded and packaged in glass jar, 1 gram size

After the flower is harvested, the remaining plant matter, known as "trim," is rich in trichomes (or resin glands). ACMJ will use an ice water/centrifugal separation process to extract bubble hash containing 30-60% THC as well as various other valuable cannabinoids and terpenes. The bubble hash can then be used to manufacture a variety of popular product lines.

Edibles

- Branded and packaged gummies in micro dose (2.5 mg THC) and regular dose (5 mg THC) strengths

Cannabis edibles are popular among many consumers as the ingestion of cannabinoids through the GI tract provides a different and often more therapeutic effect than inhalation. We will manufacture a range of the ever-popular gummy and chocolate candies using bubble hash as the THC component.

Topicals

These are generally categorized as cannabis products that are used by some to treat body pain, skin, or health conditions, or provide other pleasurable or useful benefits that the cannabis plant has to offer without the cerebral euphoria associated with other delivery methods. We will manufacture and market a range of lotions, creams, balms, and oils.

Rosin

- Branded and packaged in glass jar, 1 gram size

Rosin is a cannabis concentrate that we will make by applying heat and pressure to bubble hash. This produces a sap-like substance, loaded with cannabinoids and terpenes. This process uses no solvents and is free of any additives. High-quality rosin achieves an average THC content of 76%.

Tincture

Tinctures are liquid cannabis extracts typically taken sublingually, offering a fast-acting, discreet, and dosage-controlled method of consumption. These products are favored by health-conscious consumers and medical users seeking relief without the need to smoke or vape. We will manufacture and market a range of high-quality tinctures using premium MCT or avocado oil bases, with varying cannabinoid concentrations and terpene profiles to meet the needs of diverse customer segments.

Wax

Cannabis wax is a potent concentrate with a soft, pliable texture and high cannabinoid content, commonly used by experienced consumers seeking strong and fast-acting effects. It is typically consumed through vaporization or dabbing. We will produce premium-grade wax using high-efficiency extraction processes, starting with top-shelf trim and small buds. Our focus will be on purity, flavor, and potency, catering to both connoisseurs and value-conscious concentrate enthusiasts

Start-up Summary

The business will be fully funded with $450,000. This will include total capital cost of over $400,000, leaving nearly $50,000 as working capital.

ACMJ will fund its startup costs exclusively through owner investments.

From a total investment of $400,000, ACMJ is expected to generate nearly $600,000 in gross revenues with net income of nearly $215,000 in its first full year of operations. Revenues are expected to grow to nearly $1.8 million in Year 3 and $3.6 million in Year 5, with net
income of nearly $1 million and over $2 million respectively. After the first year of operations, it is expected that ACMJ will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

02

Operating Plan

Cultivation & Manufacturing Facilities

Phases of Production

Product Timeline and Production Schedule

Cultivation & Manufacturing Facilities

The company will operate within a 13,000 sq. ft. space on the second floor of a building located at 532 Main Street in Holyoke Massachusetts and will be adequate to house and grow up to 1,500 plants.

Our cultivation & processing area will include:

- Mother Room & Cloning
- Vegetative Growth Rooms
- Flowering Rooms
- Drying & Trim Rooms
- Curing Rooms
- Product Manufacturing Rooms
- Packaging Rooms

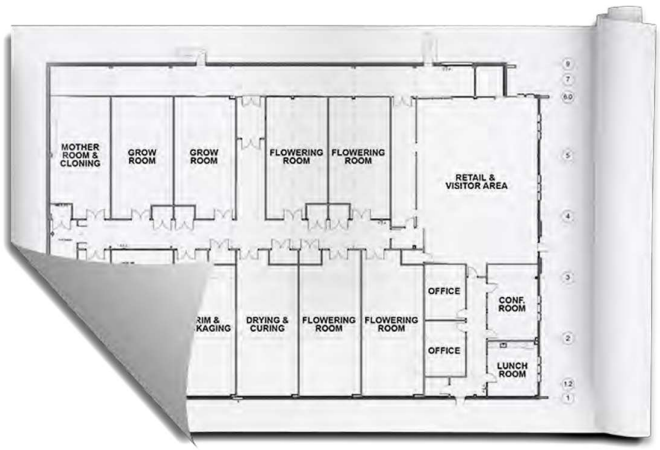


Figure 1

Our company will grow plants from clones of a variety of strains; the initial product offering will be as follows:

- **Violet Meadows**
- **Gary Payton**
- **Italian Ice**
- **Flaming Cheetos**
- **Coka**
- **Soap**
- **Sour Diesel**
- **Haze**

Warehouse Design

A. A warehouse environment provides with maximum control, and therefore the most reliable consistent cannabis crops can be produced in a properly designed warehouse grow room.
B. Without natural light, warehouse grow rooms depend on intelligent grow lights which need to replicate the parts of the sunlight spectrum that the marijuana plants need at each stage of growth. Lighting is a key component in an integrated system.
C. Air filtration and circulation systems are essential for controlling heat buildup and eliminating exhaust odors. It is critical that the air circulation in a marijuana warehouse is designed in conjunction with the grow lights because lighting systems emit large amounts of heat.
D. There are various irrigation systems for growing cannabis appropriate for growing in a warehouse: including drip irrigation, hydroponic flood benches, or trough benches.
E. The irrigation system should be designed in conjunction with a nutrient management system for maximizing the production yield of the cannabis plants.
F. Environmental computer. The computer control systems for a cannabis warehouse control and monitor all the nutrients, lights, air circulation, and irrigation needs of the plants
G. De-humidification to optimize growing environment.
H. Computer controlled CO2 injection and monitoring.

Phases of Production

Pre-Flowering

- 1st stage: plant clones (1 day)
- 2nd stage: clone growth / establish roots (4 weeks)
- 3rd stage: vegetation (2 weeks)

Flowering

- 4th stage: flowering (8 weeks)

Post-Flowering

- 5th stage: cut/wet weigh/hang (10 days)
- 6th stage: processing/trimming (3 days)
- 7th stage: dry weigh / test (3 days)
- 8th stage: package and storage (2 days)

Harvest expected every 2 months for standard strains; 3 months for exotic strains such as Haze and Diesel

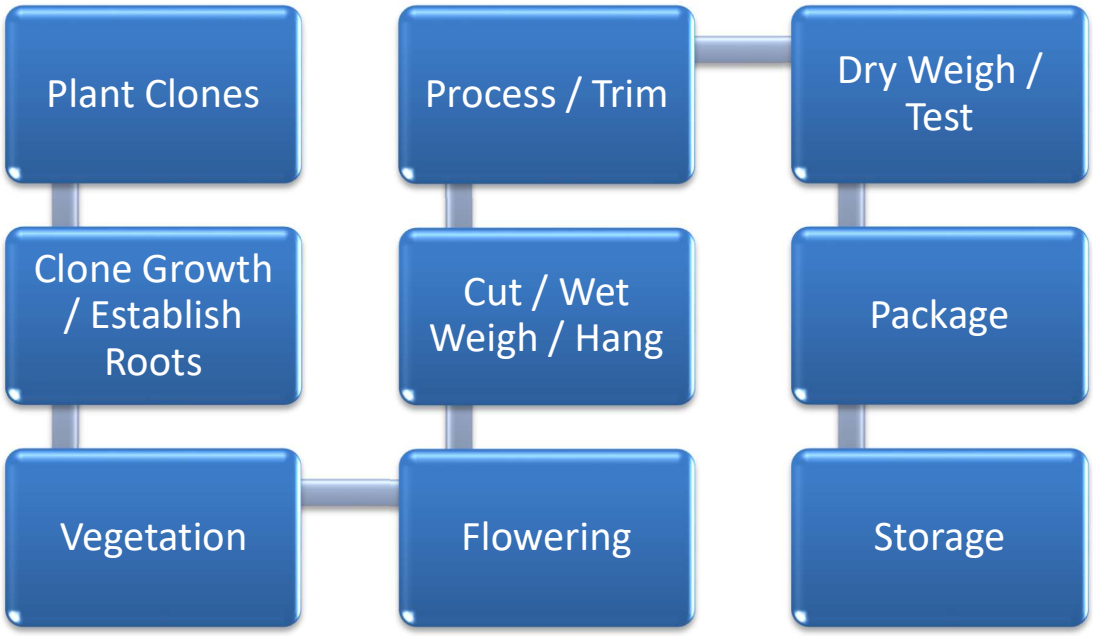


Figure 2: phases of production

Drying & Curing Rooms. It is typically considered best to dry a cannabis harvest in strictly controlled climate conditions: moderately cool drying rooms are preferred for better preservation of the highest possible levels of terpenes. The curing process is the last step in producing a superior-quality product. During the decarboxylation process, the rate of moisture release can be monitored and controlled. The final product may be stored in appropriate conditions for up to six months, or alternatively it may be vacuum packed for longer term storage and sale.

Packaging Rooms. Flower container and zipper pouch filling machines, bulk wholesale nitrogen and vacuum packaging machines. Pre-roll filling and twisting machines.

Product Timeline and Production Schedule

As the growing stage will start in October 2025, sales are projected to start in March 2026 and will systematically increase as company profits are reinvested to build additional flowering rooms.

Company will have the ability to vegetate up to 1,500 plants and flowers concurrently, will grow up to 16 different strains of cannabis, and will have the ability to grow from clone to finished product. The company intends to grow 5-7 exclusive strains that other growers do not have.

Table 1. Growing Assumptions, first five years

	Y1	Y2	Y3	Y4	Y5
Flowering Rooms Available	2	3	5	7	10
Sq. ft available for flowering	500	750	1,250	1,750	2,500
Annual Yield, pounds	360	540	900	1,260	1,800

Testing Requirements

Both flower and pre-rolls must be tested for:

- Cannabinoids and terpenes
- Residual pesticides
- Heavy metals
- Microbial impurities
- Mycotoxins
- Moisture content and water activity
- Foreign material
- Residual solvents and processing chemicals (for pre-rolls).

03

Organizational Structure

Structure & Ownership

Structure & Ownership

ACMJ is a business built on a solid foundation. The company is 100% funded by its four owners, each of whom retain a key position in the company to ensure its ongoing success. The Senior Management team identified below own 99% of all equity interests in ACMJ, Inc.

SENIOR MANAGEMENT TEAM

Anthony D. Clemente – CFO, COO, Board Member

Anthony D. Clemente is a Certified Internal Auditor and Certified Public Accountant with over 20 years of experience providing assurance, tax planning and risk mitigation for the worlds largest investment banks, asset managers and accounting firms globally. Anthony is responsible for the financial strategy and management of company, developing and implementing strategic plans, budgeting, forecasting, financial analysis, vendor management, human resource and compliance activities to ensure company success and sustainability.

Steven Fontana - Head Grower, Board Member

Steven Fontana has almost two decades of medium-scale marijuana cultivation experience in the unregulated free market and enjoys an enviable reputation for both quality and yield. His passion for marijuana is in part supported by the medical benefits he realized following a diagnosis of ulcerative colitis. Steven graduated from SUNY Farmingdale in 2006 with a B.S. in applied mathematics. His career to date has provided broad opportunities and found him working in the healthcare, legal, and financial industries. Steven is a major stockholder of ACMJ.

Richard M. Evans, Esq – Board Member

Richard M. Evans, a western Massachusetts lawyer, chaired the campaign committee for the 2016 legalization initiative, and helped write the new law. In 1981, he authored the first comprehensive regulation and taxation plan to be introduced as legislation in any state. As a member of the National Organization for the Reform of Marijuana Laws' Board of Directors in the 1990s, he was the moving force behind their Principles of Responsible Cannabis Use, now adopted worldwide, and was awarded NORML's Lifetime Achievement Award in 2011. His numerous op-eds and other writings helped shape and propel the counter-prohibitionist narrative.

Will Monaghan – Board Member

Will is responsible for bringing ACMJ from concept to final license and start of operations. He has twenty years of experience in commercial real estate project planning for multinational corporations—including transactions, design, construction and workplace strategy. He will continue to be involved in expansion opportunities, revenue management, and major company decisions. Will is a major stockholder of ACMJ.

Dirk Auferoth – Board Member

Dirk has owned and operated Dirk Auferoth & Associates, LLC, an engineering and manufacturing firm specializing in exclusive residential and commercial interiors for high-net-worth clients since 1996. He was educated at the prestigious Aachen University, the largest technical university in Germany. Dirk is a major stockholder of ACMJ and the owner of the Baustein Building in Holyoke, Massachusetts in which ACMJ is located.

04



Financial Plan

Five-Year Profit & Loss Forecast

Year One Detailed Expense Breakdown

Five Year Profit & Loss Forecast

The business's revenue is projected to grow significantly for the first two years' timeframe. The Five-Year forecasted projections are summarized in the table below:

Table 2. Income Statement, $

$	Year 1	Year 2	Year 3	Year 4	Year 5
Flower Sales	548,000	986,400	1,644,000	2,301,600	3,288,000
Manufactured Products	48,362	87,051	145,085	203,119	290,170
Total Revenue	596,362	1,073,451	1,789,085	2,504,719	3,578,170
COGS: Flower	64,730	100,043	172,110	249,782	370,203
COGS: Manufacturing	15,444	24,093	41,761	60,804	90,338
COGS: Multi-Purpose Direct	270,158	374,931	537,372	722,701	993,550
Total COGS	350,332	499,067	751,243	1,033,287	1,454,091
Gross Profit	246,029	574,384	1,037,841	1,471,431	2,124,079
% of Revenue	41.26%	53.51%	58.01%	58.75%	59.36%
SG&A Expenses					
Sales & marketing	3,000	3,900	5,070	6,591	8,568
Regulatory and Compliance	22,091	38,952	65,150	93,751	137,574
Operations & Other G&A	6,600	8,268	10,424	13,214	16,827
Total SG&A	31,691	51,120	80,644	113,556	162,969
Operating Income (EBITDA)	214,338	523,264	957,197	1,357,875	1,961,110
% of Revenue	35.94%	48.75%	53.50%	54.21%	54.81%
Depreciation and Amortization	29,287	45,688	79,193	115,304	171,310
Earnings Before Taxes	185,051	477,576	878,005	1,242,571	1,789,800
Income Tax	62,855	153,322	278,008	393,277	566,303
Net Income	122,196	324,255	599,996	849,294	1,223,497
% of Revenue	20.49%	30.21%	33.54%	33.91%	34.19%

Year One Direct and Operating Expense Breakdown

Direct Costs

Table 3. Direct costs, $

COGS: Flower	**Year 1**
nitrile/latex gloves	240
single-edge razors	12
fragile electronics (sensors, etc.)	240
industrial peroxide	600
glue traps (insect control)	600
clone plugs	1,200
rock wool	5,400
vacuum bags	240
nutrients (inc foliar sprays & pH adjusters)	10,800
air & water filter inserts	1,200
liquid CO2	2,400
Aroya Subscription	1,800
packaging	14,978
testing	12,000
electricity - canopy	8,760
water - canopy	4,260
Subtotal - Flower COGS	*64,730*
COGS: Manufacturing	
Filters	240
Press Bags	240
Parchment	120
Alcohol	180
Jars+	480
Butane	120
Purge Paper	60
testing	13,200
packaging	804
Subtotal - Manufacturing COGS	*15,444*
COGS: Multi-Purpose	
Labor - Part Time	46,603
Labor - Full Time	119,387
Rent	54,998
electricity - non-canopy	6,570
sewage	7,800
surveillance	6,000
Apex Trading Platform	7,200
Distribution (samples, promo, other)	3,600
General Utilities	4,800
Insurance	6,000
Depreciation	29,287
Vehicle	7,200
Subtotal - Multi-Purpose Direct COGS	*299,445*

Operating Expenses

Table 4. Operating Costs, $

SG&A Expenses	
Marketing	3,000
Host Community Agreement	17,891
Bank Service Fees	1,200
Permits and Licenses	3,000
Software	1,200
Professional Fees	1,200
General Admin	2,400
Office	1,800
Subtotal - SG&A Expenses	*31,691*

05

Sales & Marketing

Sales Strategy

Brand and Packaging

Target Market

Sales Strategy

Summary

ACMJ's sales strategy will be centered around building a strong local and state- wide, top-quality cannabis brand. Brand quality will be anchored by a unique collection of select, potent strains of cannabis that have attracted a particularly loyal following, while well-established industry relationships will allow access to additional high-quality cannabis resources.

ACMJ already has a very strong foothold in the Massachusetts cannabis industry. Our earliest advisor has been an instrumental force in the legalization of cannabis in the state for decades. Our CFO has extensive experience in business consulting and financial performance across a range of industries. Lastly, our head grower has developed relationships with retail and delivery operators that are interested in buying our products when we come to market.

The company's core product offering will initially be wholesale flower, based on some of the most well-known, classic strains that have been staples throughout the northeastern US and are always in demand. They will have easily recognizable names and be marketed as crowd-pleasers for the occasional user but serious enough to satisfy even the most discerning and mature cannabis users. A simple yet eye-catching logo at the top of ordering menus, familiar nomenclature, and consistent high quality should resonate in a relatively young cannabis market.

ACMJ is also looking to collaborate with national or state-wide retailers and processors that share the same values in terms of quality, consistency, and industry advocacy. ACMJ is considering dedicating a certain percentage of canopy space and white label product to these retailers, potentially by expansion, will ensure a separate and consistent revenue stream.

Because of ACMJ's boutique size and agile team, we have the ability to pivot into different product lines quickly based on demand from our clients. A solid relationship with the property owner, who is also an equity holder, allows us to expand canopy space beyond our initial premises.

Competitive Advantages

- Early presence within the Massachusetts marketplace, couple with a methodical entry into the market which allowed the company to have learned from competitors both successful and unsuccessful.
- Holyoke Gas & Electric offers cheap, renewable electrical energy, which is one of ACMJ's highest costs.
- ACMJ has a well-rounded executive team with extensive cultivation, manufacturing, product, and business development experience.
- Premium artisan product quality, familiar strains, and year-round growing cycles will give us sufficient volume to become a key player in the high-quality marketplace.
- Ideal building with the option to expand significantly.

Brand and Packaging

ACMJ’s logo is versatile and can be reimagined in bold colors for different strains and product lines. Each product line will have a set of complementary processed products (pre-rolls, edibles, hash).

Most of our wholesale flower will be pre-packaged in the “Industry Jar” in weights of one-eighth (1/8 ounce or 3.5 grams) and one-quarter (1/4 ounce or 7 grams). Additionally, one-half (1/2 ounce or 14 grams), and 1-ounce (28 grams) will also be available in a more versatile bag-like container. The Industry Jar is recyclable, comes in many colors, is completely customizable for logo and branding, and includes a freshness plug to keep the contents in peak condition. We currently have a relationship with a Rhode Island-based company that specializes in modern cannabis packaging. We will initially sell a portion of our product in one pound turkey bags as we work to establish a foothold in the market.





Target Sales Market

Our target sales market is comprised of retail stores, delivery operations, white label wholesale, and product manufacturers. As a cultivation and manufacturing facility, our efforts must include all sales channels, with a focus on the market sectors that offer the greatest opportunities for returns.

Wholesale sales of cannabis are limited to licensed retail outlets, home delivery operators, manufacturers, and distributors. Regulations currently preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. The location, presence, and licensing status of these establishments is publicly available through a single online source on the CCC website.

While third party licensees are the main focus, we also aim to direct our products (through marketing and branding) at additional groups that we see as emerging markets. The broad thrust of the Massachusetts cannabis market aims to serve men in the 21–40 years age group primarily. While this is a market our retail and wholesale customers will undoubtedly intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere.

Consumers over 40 years old

Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.

Adult women consumers

Our products will be presented, packaged and branded in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.

Independent medical consumers

Many current medical cannabis patients are simply adult-use consumers leveraging medical cannabis as a means to legitimize their use. The advent of adult-use retail outlets will effectively eliminate the need for such “patients” to visit dispensaries in order to meet their cannabis needs.

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 when compared to HID, or High-Intensity DIscharge lights.
        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. The Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space unless otherwise determined in guidelines issued by the Commission.

iii. 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.

iv. 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).

v. 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.

1.1. 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

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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 - Green River Cannabis Company, Inc, 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

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

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Diversity Plan for Holyoke.

Introduction
To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
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
Our company has established the diversity goal of employing 30% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

Programs
The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in "The Holyoke Sun", and "The Republican" with the objective of reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. Women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 30% of the available positions?
5. Have women and/or veterans been offered opportunities to engage in shadow training?
6. How many women and or veterans have chosen to engage in shadow training?

Personnel Policies and Background Checks

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

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

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

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

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

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

6. Employee Leaves of Absence and Time Off
- 6.1. General
- 6.2. Sick Days
- 6.3. Holidays
- 6.4. Pregnancy-Disability Leave
- 6.5. Workers' Compensation Leave
- 6.6. Voting Time

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1. Introduction

1.1. The Employee Handbook

1.1.1. This Employee Handbook ("Handbook"] is designed to summarize certain personnel policies and benefits of High Five. (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 High Five. 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.

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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.

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2. Manufacturing 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,

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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.

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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

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

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

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

3.3. Diversity Plan

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

3.4. Confidentiality.

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

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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,

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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

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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

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

4.6. Wage Garnishment

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

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

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

5.2. Prohibited Conduct

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

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

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

5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

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

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5.3. Complaint Procedure

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

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

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

5.4. Attendance

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

5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

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

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

5.5.2.1. Dishonesty;

5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor jay be subject to immediate dismissal.

5.5.2.3. Falsification of Company records;

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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

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

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

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

5.9. Workplace Searches

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

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

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

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

5.10. Social Media Policy

5.10.1. High Five. 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

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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, High Five. 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

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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. High Five. 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

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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.

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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.

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IMPORTANT NOTE

The cultivation, manufacturer and wholesale sale 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 cultivation and 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.

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

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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.

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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 CCE CAT, LLC. 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. Record keeping procedures

1.1.1. 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:

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

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

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

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

1.1.1.1.4. 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.

1.1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.1.6. Inventory records as required by 935 CMR 500.105(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 ringbinder 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 labelled 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 proprietary Seed-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 935 CMR 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 topics 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.

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 acknowledgement 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.