



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281302
Original Issued Date: 10/25/2018
Issued Date: 09/10/2020
Expiration Date: 10/25/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 253 Organic, LLC

Phone Number: 508-367-7679
Email Address: srutherford@253organic.com

Business Address 1: 253 Millers Falls Road
Business City: Turners Falls
Business State: MA
Business Zip Code: 01376
Mailing Address 1: PO Box 253
Mailing City: Turners Falls
Mailing State: MA
Mailing Zip Code: 01376

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: 24.43
Role: Owner / Partner
Percentage Of Control: 33
Other Role: CEO

First Name: Seth	Last Name: Rutherford	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: 22.43	Percentage Of Control: 33	
Role: Owner / Partner	Other Role: CEO	
First Name: Christopher	Last Name: Gallant	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: 12.59	Percentage Of Control: 17	
Role: Owner / Partner	Other Role:	
First Name: Alan	Last Name: Shorr	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 12.59	Percentage Of Control: 17	
Role: Owner / Partner	Other Role:	
First Name: Marcia	Last Name: White	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Seth	Last Name: Rutherford	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Seth H. Rutherford has a 24.43% ownership interest and 33% controlling interest in 253 Organic LLC. He contributed 10% or more of the initial capital to operate 253 Organic, LLC. As Co-CEO and managing member, Seth Rutherford has direct authority over the management, policies, security operations, and product manufacturing operations of 253 Organic, LLC.		

Close Associates or Member 2

First Name: Christopher	Last Name: Gallant	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Christopher B. Gallant has a 22.43% ownership interest and 33% controlling interest in 253 Organic, LLC. He contributed 10% or more of the initial capital to operate 253 Organic, LLC. As Co-CEO and managing member, Christopher B. Gallant has direct authority over the management, policies, security operations, and product manufacturing operations of 253 Organic, LLC.		

Close Associates or Member 3

First Name: Alan	Last Name: Shorr	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: Alan L. Shorr has a 12.59% ownership interest and a 17% controlling interest in 253 Organic, LLC. He contributed 10% or more of the initial capital to operate 253 Organic, LLC. As a managing member, Alan Shorr has direct authority over the management, policies, security operations, and product manufacturing operations of 253 Organic, LLC.

Close Associates or Member 4

First Name: Marcia **Last Name:** White **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Marcia Wagner White has a 12.59% ownership and 17% controlling interest in 253 Organic, LLC. She contributed 10% or more of the initial capital to operate 253 Organic, LLC. As a managing member, Marcia Wagner White will has direct authority over the management, policies, security operations, and product manufacturing operations of 253 Organic, LLC.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Seth **Last Name:** Rutherford **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$50000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Christopher **Last Name:** Gallant **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$50000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Alan **Last Name:** Shorr **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$50000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Marcia **Last Name:** White **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$50000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Seth **Owner Last Name:** Rutherford **Owner Suffix:**

Entity Legal Name: Maine Jane, LLC **Entity DBA:**

Entity Description: Medical marijuana provider

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

207-650-3392 mainejanemedical@gmail.com

Entity Address 1: 138 Files Road **Entity Address 2:**

Entity City: Gorham **Entity State:** ME **Entity Zip Code:** 04038 **Entity Country:** United States

Entity Mailing Address 1: 138 Files Road **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** ME **Entity Mailing Zip Code:** **Entity Mailing Country:** United

Gorham 04038 States

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Christopher Owner Last Name: Gallant Owner Suffix:

Entity Legal Name: Maine Jane, LLC Entity DBA:

Entity Description: Medical marijuana provider

Entity Phone: 207-650-3392 Entity Email: mainejanemedical@gmail.com Entity Website:

Entity Address 1: 138 Files Road Entity Address 2:

Entity City: Gorham Entity State: ME Entity Zip Code: 04038 Entity Country: United States

Entity Mailing Address 1: 138 Files Road Entity Mailing Address 2:

Entity Mailing City: Gorham Entity Mailing State: ME Entity Mailing Zip Code: 04038 Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Seth Last Name: Rutherford Suffix:

Marijuana Establishment Name: 253 Organic, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Turners Falls Marijuana Establishment State: MA

Individual 2

First Name: Christopher Last Name: Gallant Suffix:

Marijuana Establishment Name: 253 Organic, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Turners Falls Marijuana Establishment State: MA

Individual 3

First Name: Alan Last Name: Shorr Suffix:

Marijuana Establishment Name: 253 Organic, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Turners Falls Marijuana Establishment State: MA

Individual 4

First Name: Marcia Last Name: White Suffix:

Marijuana Establishment Name: 253 Organic, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Turners Falls Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 253 Millers Falls Road

Establishment Address 2: P.O. Box 253

Establishment City: Montague Establishment Zip Code: 01376

Approximate square footage of the Establishment: 2000 How many abutters does this property have?: 16

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Certification of Host Community Agreement	Certification as to Executed Host Agmt - signed by Town and Members (A0326611x9E0D7).pdf	pdf	5ad755750cc9397eb6ce79e8	04/18/2018
Certification of Host Community Agreement	Host Community Agreement, fully Executed 4-2-18 (A0326635x9E0D7).pdf	pdf	5ad7558e93460b0dc73ec9ad	04/18/2018
Community Outreach Meeting Documentation	Copy of Published Notice - Ad in Greenfield Recorder at Community Meeting, 3-13-18 (A0328085x9E0D7).pdf	pdf	5ad755a5fe11f335e6a969e4	04/18/2018
Community Outreach Meeting Documentation	Copy of Pubslihhd Notice - Posted at Town Hall and Website (A0328164x9E0D7).pdf	pdf	5ad755de4e185c0d9f42a4cc	04/18/2018
Plan to Remain Compliant with Local Zoning	Certification and Attestation by the Town, signed 3-28-18 (A0328102x9E0D7).pdf	pdf	5ad756297212167e7aeed6b3	04/18/2018
Community Outreach Meeting Documentation	Copy of Published Notice - Ad in The Montague Reporter of Community Meeting, 3-15-18 (A0328112x9E0D7).pdf	pdf	5ad76b6539740e0d95e8325a	04/18/2018
Community Outreach Meeting Documentation	Attestation of Mailing of Notice of Community Outreach Meeting, Signed by Alan Shorr (A0329711x9E0D7).pdf	pdf	5ad76bf0e459990d85448cb4	04/18/2018
Community Outreach Meeting Documentation	Attestation of Mailing of Notice of Community Outreach Mtg - signed 3-21-18 by Christopher Gallant (A0328093x9E0D7).pdf	pdf	5ad76bfe423af335ecabac7f	04/18/2018
Community Outreach Meeting Documentation	Attestation of Mailing of Notice of Community Outreach Mtg - signed 3-21-18 by Marcia Wagner (A0328104x9E0D7).pdf	pdf	5ad76c0e6d28ab7e8e788828	04/18/2018
Community Outreach Meeting Documentation	Attestation of Mailing of Notice of Community Outreach Mtg - signed 3-21-18 by Seth Rutherford (A0328094x9E0D7).pdf	pdf	5ad76c1a39740e0d95e8325e	04/18/2018
Community Outreach Meeting Documentation	Attestation -Q As at Outreach Meeting, signed by Seth Rutherford (A0326610x9E0D7).pdf	pdf	5ad76c32b9c5f536005a70d3	04/18/2018
Community Outreach Meeting Documentation	Attestation-Q As at Outreach Meeting - signed by Christopher Gallant (A0326608x9E0D7).pdf	pdf	5ad76c441a56be7ea2dd0353	04/18/2018
Community Outreach Meeting Documentation	Attestation_Q As at 3-27-18 Meeting - Marcia Wagner Signed (A0325618x9E0D7).pdf	pdf	5ad76c547cc84f3628fda715	04/18/2018
Community Outreach Meeting Documentation	Community Meeting Q As - Signed by Alan Shorr (A0329712x9E0D7).pdf	pdf	5ad76d784e185c0d9f42a520	04/18/2018
Plan to Remain Compliant with Local Zoning	Town Planning Board Vote on Special Permit, signed 3-27-18 (A0328100x9E0D7).pdf	pdf	5ad76dd82654f0360aecefd4	04/18/2018
Community Outreach Meeting Documentation	Community Outreach Meeting 3-27-18 - Materials (A0328103x9E0D7).pdf	pdf	5ad76e0f47ddff7eac66227e	04/18/2018

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.: \$79467.1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Postive Impact Narrative for Application (A0331054x9E0D7).pdf	pdf	5ad7566f93460b0dc73ec9b3	04/18/2018
Plan for Positive Impact	Letter of Support from Town, Signed 4-2-18 (A0326613x9E0D7).pdf	pdf	5ad76e5ad7af757e7482032f	04/18/2018
Plan for Positive Impact	Host Community Agreement, fully Executed 4-2-18 (A0326635x9E0D7).pdf	pdf	5ad76e6d93460b0dc73ec9fe	04/18/2018
Plan for Positive Impact	Positive Impact Plan - 8-9-18 (A0364660x9E0D7).pdf	pdf	5b7af29faa953e3937b59d04	08/20/2018
Plan for Positive Impact	Positive Impact Plan - 9-5-18 (A0368967x9E0D7).pdf	pdf	5b903aa203a477392d0a400d	09/05/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
 First Name: Seth Last Name: Rutherford Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 2

Role: Other Role:
 First Name: Christopher Last Name: Gallant Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 3

Role: Other Role:
 First Name: Alan Last Name: Shorr Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 4

Role: Other Role:
 First Name: Marcia Last Name: White Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Articles of Organization	Articles of Organization and ByLaws - Final and Executed (A0330123x9E0D7).pdf	pdf	5ad75b956d28ab7e8e7887f4	04/18/2018
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing 031918 Sec'y of Commonwealth (A0324591x9E0D7).pdf	pdf	5ad75bb44e185c0d9f42a4e4	04/18/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing _ MA Dept of Rev. March 27, 2018 (A0326101x9E0D7).pdf	pdf	5ad75bee423af335ecabac53	04/18/2018
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Organization - 3-15-18 (A0328096x9E0D7).pdf	pdf	5b7b0308cea8212d4c7b50cb	08/20/2018
Articles of Organization	Articles of Organization and ByLaws - Final and Executed (A0330123x9E0D7).pdf	pdf	5b7b03225e9b3d2d528a76db	08/20/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Sec of Commonwealth.pdf	pdf	5d4b1036bc4ba7387cf4fe18	08/07/2019
Department of Revenue - Certificate of Good standing	Dept of Revenue.pdf	pdf	5d4b1037a442c833e606ac78	08/07/2019
Department of Unemployment Assistance - Certificate of Good standing	Dept of Unemployment.pdf	pdf	5d4b10388595fb38875ddaf0	08/07/2019
Secretary of Commonwealth - Certificate of Good Standing	Production Request for More Information.pdf	pdf	5d8e281bb107e415ca90f01a	09/27/2019
Secretary of Commonwealth - Certificate of Good Standing	Production 253 Farmacy Response.pdf	pdf	5d8e2825c1731c15b88f1d86	09/27/2019
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	5f295d8064c153689b9490b7	08/04/2020
Department of Unemployment Assistance - Certificate of Good standing	DUA Cert of Good Standing.pdf	pdf	5f295d82193ee2646b479a5d	08/04/2020
Secretary of Commonwealth - Certificate of Good Standing	Sec of Comm Cert of Good Standing.pdf	pdf	5f32c0143935fc643b561453	08/11/2020

Massachusetts Business Identification Number: 001317748

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Production Request for More Information.pdf	pdf	5d8e284e67e7d91adfc665f0	09/27/2019
Business Plan	Business Plan Sept 2019 pp1-6.pdf	pdf	5d8e285708d9401ae68c4ece	09/27/2019
Business Plan	Business Plan Sept 2019 pp 7-12.pdf	pdf	5d8e285fbc90861af114acc7	09/27/2019
Proposed Timeline	Timeline September 2019.pdf	pdf	5d8e286ba489aa1afc3ffe43	09/27/2019
Business Plan	Business PLAN-253-V1.1.1.pdf	pdf	5f3fc2d49438190840924b82	08/21/2020
Proposed Timeline	Timeline v2.pdf	pdf	5f3fc2d51e17f807ff96a429	08/21/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad75c5cc357ae0da9a3dd90	04/18/2018
Record Keeping procedures	Document Retention Policy (A0323349x9E0D7).pdf	pdf	5ad75c790cc9397eb6ce7a15	04/18/2018
Personnel policies including background checks	Employee Handbook - Final (A0331028x9E0D7).pdf	pdf	5ad761bcd7af757e7482030b	04/18/2018
Qualifications and training	Trainings and Qualifications (A0330042x9E0D7).pdf	pdf	5ad7632447a84a7e843c3644	04/18/2018
Types of products Manufactured.	Types of MJ and Identifying Mark (A0330048x9E0D7).pdf	pdf	5ad770426d28ab7e8e788830	04/18/2018
Method used to produce products	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad7709c39740e0d95e83264	04/18/2018
Sample of unique identifying marks used for branding	Types of MJ and Identifying Mark (A0330048x9E0D7).pdf	pdf	5ad770b5b9c5f536005a70db	04/18/2018
Restricting Access to age 21 and older	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad770d84e185c0d9f42a52a	04/18/2018
Security plan	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad770eb94c954361422c417	04/18/2018
Prevention of diversion	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad770fd7cc84f3628fda71f	04/18/2018
Storage of marijuana	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad7711393460b0dc73eca08	04/18/2018
Transportation of marijuana	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad7712847a84a7e843c3667	04/18/2018
Inventory procedures	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad7714394c954361422c41b	04/18/2018
Quality control and testing	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad7715893460b0dc73eca0c	04/18/2018
Dispensing procedures	Management Operations and Policies with Exhibits - Final with all page numbers (A0330149x9E0D7).pdf	pdf	5ad7717547a84a7e843c366b	04/18/2018
Maintaining of financial records	Document Retention Policy (A0323349x9E0D7).pdf	pdf	5ad771cc660eb50d8b6feb52	04/18/2018

Diversity plan	Employee Handbook - Final (A0331028x9E0D7).pdf	pdf	5ad771ffb9c5f536005a70e1	04/18/2018
Qualifications and training	Operating Policies and Procedures Narrative (A0331409x9E0D7).pdf	pdf	5ad77213d16c987e98c1b433	04/18/2018
Transportation of marijuana	Transportation of Marijuana 8-9-18 (A0364769x9E0D7).pdf	pdf	5b7af57cda72283955c608a6	08/20/2018
Diversity plan	Diversity Plan - 8-9-18 (A0364784x9E0D7).pdf	pdf	5b7af5aa3f9f81395f1357f5	08/20/2018
Personnel policies including background checks	Personnel Policies 8-9-18 (A0364775x9E0D7).pdf	pdf	5b7af61faa953e3937b59d16	08/20/2018
Personnel policies including background checks	Employee Handbook August 2018 (A0364397x9E0D7).pdf	pdf	5b7af68818807b2d67c3fd54	08/20/2018
Record Keeping procedures	Document Retention Policy - August 2018 (A0364761x9E0D7).pdf	pdf	5b7af6cc185bb22d71065d01	08/20/2018
Qualifications and training	253 Organic LLC Management Policy and Procedures - August 2018 (A0364757x9E0D7).pdf	pdf	5b7af80b5e9b3d2d528a76c7	08/20/2018
Method used to produce products	Description of Methods of Production 8-20-18 (A0366480x9E0D7).pdf	pdf	5b7b085403a477392d0a2d24	08/20/2018
Security plan	Security and Technology Policies.pdf	pdf	5d4b10cba442c833e606ac7c	08/07/2019
Personnel policies including background checks	Employee Handbook 2019.pdf	pdf	5d4b10e1e230513892f83115	08/07/2019
Diversity plan	Diversity Plan - Final 1-25-19 (A0405707x9E0D7).pdf	pdf	5d4b10f7385de033fc95e660	08/07/2019
Inventory procedures	METRC certificates.pdf	pdf	5d4b11090dc32e386aecfdb5	08/07/2019
Personnel policies including background checks	253 Organic, LLC Management Policy and ProcedureR3s.pdf	pdf	5d5d73b9271f0d1dcaef2f026	08/21/2019
Personnel policies including background checks	Detailed Summary of Operating Policies and Procedures 8-21-19.pdf	pdf	5d5d8972d8b08e1dbf14229d	08/21/2019
Personnel policies including background checks	Personnel Policies 8-21-19.pdf	pdf	5d5d897c629a272281d2f284	08/21/2019
Inventory procedures	Inventory Procedures 8-21-19.pdf	pdf	5d5d8986629a272281d2f288	08/21/2019
Prevention of diversion	Prevention of Diversion 8-21-19.pdf	pdf	5d5d898d32375f1de7f6c0af	08/21/2019
Transportation of marijuana	Transportation of Marijuana 8-21-19.pdf	pdf	5d5d899538be9e227ac5126f	08/21/2019
Personnel policies including background checks	CORI Application Paperwork.pdf	pdf	5d5d89a938be9e227ac51273	08/21/2019
Diversity plan	Diversity Plan 2.0 Final.pdf	pdf	5f32c117aee479687ae98c41	08/11/2020
Diversity plan	Demographic make up of company.pdf	pdf	5f32c11817c8fd6455708f37	08/11/2020
Qualifications and training	Kelly Surprenant Training.pdf	pdf	5f32c9f49d93706859d9fc94	08/11/2020
Qualifications and training	Chris Gallant Training.pdf	pdf	5f32c9f8ead5bc6434e3b1fb	08/11/2020

Qualifications and training	Johnny Henderson Training.pdf	pdf	5f32c9fb193ee2646b47aa97	08/11/2020
Qualifications and training	Dannie Rouse Training.pdf	pdf	5f32c9fe9d93706859d9fc98	08/11/2020
Qualifications and training	Dannie Rouse Training 2.pdf	pdf	5f3413e60754a56476285080	08/12/2020
Qualifications and training	Kelly Surprenant Training 2.pdf	pdf	5f3413e724445b68a61feaf5	08/12/2020
Qualifications and training	John Snyder Training.pdf	pdf	5f3413e9a24e76648176e649	08/12/2020
Transportation of marijuana	Transfers.pdf	pdf	5f341489a24e76648176e651	08/12/2020
Quality control and testing	Testing and Quality Control.pdf	pdf	5f341497ead5bc6434e3b589	08/12/2020
Storage of marijuana	Manufacturing - Product Storage Quarantine.pdf	pdf	5f3414d1a23bf5686067aa27	08/12/2020
Safety Plan for Manufacturing	Fire Protection Plan - Fire Hazards.pdf	pdf	5f3416139d93706859d9ffd3	08/12/2020
Safety Plan for Manufacturing	Procedures for Hazardous Materials.pdf	pdf	5f341616ead5bc6434e3b59d	08/12/2020
Safety Plan for Manufacturing	PPE.pdf	pdf	5f3416178093f4686f9ca0bb	08/12/2020
Safety Plan for Manufacturing	Workplace Hazards Warnings.pdf	pdf	5f34161aa23bf5686067aa2d	08/12/2020
Safety Plan for Manufacturing	Chemical Spills - OSHA.pdf	pdf	5f34161bca23a6644a589277	08/12/2020
Safety Plan for Manufacturing	Other Hazards Their Reductions.pdf	pdf	5f34162817c8fd64557092e4	08/12/2020
Safety Plan for Manufacturing	Certification of Personal Protective Equipment (PPE) Hazard Assessment.pdf	pdf	5f3416290f92b46881faf1bd	08/12/2020
Qualifications and training	COO job description.pdf	pdf	5f35880e3595ff084fed36bc	08/13/2020
Qualifications and training	CFO Job Description.pdf	pdf	5f35880f4fa1b607d3b5f38b	08/13/2020
Energy Compliance Plan	Energy Use.pdf	pdf	5f36907dcc687b07b26114e1	08/14/2020
Qualifications and training	John Extraction Certification.pdf	pdf	5f3690a37116b407de65299d	08/14/2020
Qualifications and training	Jourdan Extraction Certification.pdf	pdf	5f3690a4233f7b0865380b0a	08/14/2020
Qualifications and training	Chris Extraction Certification.pdf	pdf	5f3690a587ec2b07e9c4fe0d	08/14/2020
Qualifications and training	Johnny Extraction Certification.pdf	pdf	5f3690a63a4447086ca963d6	08/14/2020
Personnel policies including background checks	Employee Handbook 2020 (002).pdf	pdf	5f3690bacc687b07b26114e8	08/14/2020
Personnel policies including background checks	Spanish Employee Handbook 2020.pdf	pdf	5f3690bb233f7b0865380b10	08/14/2020
Inventory procedures	Inventory Control Audits.pdf	pdf	5f3e88963a4447086ca9766f	08/20/2020
Quality control and testing	Janitorial - Vomit and Diarrhea Clean Up Procedure.pdf	pdf	5f3e88975330a107b966c722	08/20/2020
Method used to produce products	Kitchen - MIP - Caramels.pdf	pdf	5f3e8898b18f5e08358c6c59	08/20/2020
Method used to produce products	Kitchen - MIP - Chews.pdf	pdf	5f3e88995fa28707f4581168	08/20/2020
Method used to produce	Kitchen - MIP - Jellies.pdf	pdf	5f3e889a9fd04f085a977203	08/20/2020

products				
Method used to produce products	Kitchen- MIP - Chocolate.pdf	pdf	5f3e88db7116b407de653b37	08/20/2020
Method used to produce products	LAB - Cart Filling.pdf	pdf	5f3e88dc971c7c07c0435485	08/20/2020
Method used to produce products	LAB - Concentrates.pdf	pdf	5f3e88de3a4447086ca97677	08/20/2020
Method used to produce products	LAB - CRC Column Packing.pdf	pdf	5f3e88df5330a107b966c72e	08/20/2020
Quality control and testing	LAB - DIGITAL ULTRASONIC CLEANER.pdf	pdf	5f3e88e05fa28707f458116e	08/20/2020
Method used to produce products	LAB - MEP.pdf	pdf	5f3e8905233f7b0865381d5f	08/20/2020
Quality control and testing	LAB - Plant Material Prep.pdf	pdf	5f3e8906971c7c07c0435489	08/20/2020
Method used to produce products	LAB - POPE Distillation.pdf	pdf	5f3e89073a4447086ca9767b	08/20/2020
Quality control and testing	LAB - Refining Cleaning ETOH.pdf	pdf	5f3e89085330a107b966c732	08/20/2020
Method used to produce products	LAB - Roto Vap.pdf	pdf	5f3e890ab18f5e08358c6c62	08/20/2020
Method used to produce products	LAB - Vacuum Funnel Operation.pdf	pdf	5f3e8940233f7b0865381d67	08/20/2020
Method used to produce products	LAB - Vacuum Oven and Pumps (AI).pdf	pdf	5f3e8940971c7c07c043548d	08/20/2020
Method used to produce products	LAB - VACUUM PUMP MAINTENANCE.pdf	pdf	5f3e89423a4447086ca97683	08/20/2020
Method used to produce products	LAB- CO2 Extraction.pdf	pdf	5f3e89435330a107b966c736	08/20/2020
Method used to produce products	Lab-Decarb.pdf	pdf	5f3e8944b18f5e08358c6c6a	08/20/2020
Quality control and testing	Manufacturing - Cleaning _ Disinfecting.pdf	pdf	5f3e8974b18f5e08358c6c6e	08/20/2020
Restricting Access to age 21 and older	Manufacturing - Packaging.pdf	pdf	5f3e89755fa28707f4581172	08/20/2020
Storage of marijuana	Manufacturing - Product Storage _ Quarantine.pdf	pdf	5f3e89764fa1b607d3b606f3	08/20/2020
Storage of marijuana	Manufacturing - Product Storage and Quarantine.pdf	pdf	5f3e897794381908409247a7	08/20/2020
Personnel policies including background checks	Manufacturing - Products _ Personnel.pdf	pdf	5f3e89781e17f807ff96a076	08/20/2020
Inventory procedures	Metrc Tag Compliance - Inventory Control.pdf	pdf	5f3e8b1af6d8f5082e447052	08/20/2020
Restricting Access to age 21 and older	Product Label Check List Concentrates.pdf	pdf	5f3e8b1d7116b407de653b41	08/20/2020
Safety Plan for Manufacturing	Power Outage Action Plan - Manufacturing.pdf	pdf	5f3e8b2bf6d8f5082e447056	08/20/2020
Inventory procedures	Product Transfers.pdf	pdf	5f3e8b2c87ec2b07e9c50fff	08/20/2020
Personnel policies	Products _ Personnel.pdf	pdf	5f3e8b2ddaa09e087b89e7b3	08/20/2020

including background checks				
Quality control and testing	Recall.pdf	pdf	5f3e8b539fd04f085a97721e	08/20/2020
Types of products Manufactured.	tincture.pdf	pdf	5f3e8b544fa1b607d3b606f9	08/20/2020
Inventory procedures	Waste Disposal.pdf	pdf	5f3e8b561e17f807ff96a07c	08/20/2020
Safety Plan for Manufacturing	Security Plan Updated 2020.pdf	pdf	5f3e8b7bcc687b07b26126f9	08/20/2020

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 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 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.:

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please note - the response for "Progress or Success Goal 1" is from our submission to the CCC from August, 2019

In an effort to positively impact our most local disproportionate communities of Greenfield and Amherst, we held job fairs in both towns. We haven't begun the hiring process for cultivation as yet, but we have reached out to the El Salvadoran community, most of whom live in Amherst, MA, to investigate their interest in using their agricultural skills in our facility. We have also had some conversation with the Franklin County Chamber of Commerce regarding the possibilities of doing educational workshops and internships with the Greenfield Community College agricultural program, similar to what Holyoke Community College is already doing with another marijuana facility. Because we aren't open yet and don't have our staff hired, we have not yet had the opportunity and man power to create an impact.

Going forward we plan to hold annual job fairs in both Greenfield and Amherst.

As part of our Host Agreement with Montague we have agreed to make local charitable donations and provide in town community service hours. Being the next town over, we plan to approach Greenfield about offering similar services to meet their community needs. We are investigating a partnership with the opioid task force based out of the Franklin County Justice Center in Greenfield. Once we have our team hired, we will also be looking for opportunities to offer community meals and other such programs in both Greenfield and Montague to positively impact the community that may be impacted by drug abuse.

Progress or Success Goal 2

Description of Progress or Success: Program 1 from our original Positive Impact Plan (August, 2018): Conduct Career Fairs in Franklin and Hampshire Counties.

Measurements for Program 1: We held two Career Fairs: One in Greenfield on 5/4/19 and one in Amherst on 7/20/19. We had 171 applicants in Greenfield and 28 applicants in Amherst. 59% of our original hiring came from these job fairs.

Due to COVID related restrictions, we have been unable to hold additional job fairs in 2020. Although COVID prevented us from hosting any job fairs, we have posted positions on Indeed and have made an effort to continue hiring disproportionately impacted individuals.

At this point, our hiring for new positions is largely complete and we have minimal turnover. With that in mind, continued job fairs are unlikely to yield the same positive impact that they have had in the past. In order to address this, we are submitting a revised Positive Impact Plan to the CCC which incorporates new initiatives that are better suited for us to provide a positive impact to disproportionately harmed people in the future. The goals and programs for our proposed new Positive Impact Plan are outlined in "Progress or Success Goal 7," "Progress or Success Goal 8," and "Progress or Success Goal 9" in this application.

Progress or Success Goal 3

Description of Progress or Success: Program 2 from our original positive impact plan (August, 2018): Schedule and conduct formal interviews with individuals from Franklin and Hampshire counties

Measurements for Program 2: We conducted formal interviews for 75 individuals, with all 75 individuals being hired following the interview. 16% of individuals hired are from Greenfield and Amherst which are both disproportionate communities under CCC guidelines. Additionally, 18% of individuals hired are from Montague which is an environmental justice designated area.

As noted above our hiring for new positions at this point is largely complete and we have minimal turnover. With that in mind, continued job fairs are unlikely to yield the same positive impact that they have had in the past. In order to address this, we are submitting a revised Positive Impact Plan to the CCC which incorporates new initiatives that are better suited for us to provide a positive impact to disproportionately harmed people in the future. The goals and programs for our proposed new Positive Impact Plan are outlined in "Progress or Success Goal 7," "Progress or Success Goal 8," and "Progress or Success Goal 9" in this application.

Progress or Success Goal 4

Description of Progress or Success: Program 3 from our original Positive Impact Plan (August, 2018): Offer Job Skills assessments and provide guidance for interested parties to receive training relevant to positions.

Measurements for Program 3: We have conducted 90 day performance evaluations for our entire staff. Three months after opening our retail operation, three individuals were given the opportunity to transfer to cultivation, which left room for two individuals to be promoted on the retail staff.

After returning from COVID shutdown we had to realign our workforce to comply with social distancing. We have moved several employees between departments in order to avoid any staff layoffs. In the course of ramping up new departments and altering working hour four employees in cultivation were given the opportunity to take on leadership roles within their department. Two additional employees have been promoted to working in our newly developed wholesale department. We do our best to promote from within and are working to create Leadership Training Programs to support those who have been promoted to leadership roles.

Progress or Success Goal 5

Description of Progress or Success: Program 4 from our original Positive Impact Plan (August, 2018): Make annual donation to local community initiatives in the Town of Montague, in such amounts as determined from time to time, with a target goal of \$15,000 in donations per year.

Measurements for Program 4: we donated \$5,000 to programs in 2019 (we were open for 1/3 of the year so we donated 1/3 of the commitment) and we will be donating \$15,000 for 2020.

Our original Positive Impact Plan was submitted and approved prior to new guidance from the CCC clarifying that obligations included in an applicant's Host Community Agreement should not be included as elements of an applicant's Positive Impact Plan. Although we have worked to fulfill this Program 4 from our original Positive Impact Plan, we recognize that this initiative no longer qualifies as a Positive Impact Plan

initiative because it is included in our Host Community Agreement. As noted above, we are submitting a revised Positive Impact Plan to the CCC which incorporates new initiatives that are better suited for us to provide a positive impact to disproportionately harmed people in the future. The goals and programs for our proposed new Positive Impact Plan are outlined in "Progress or Success Goal 7," "Progress or Success Goal 8," and "Progress or Success Goal 9" in this application.

Progress or Success Goal 6

Description of Progress or Success: Program 5 from our original Positive Impact Plan (August, 2018): Management and employees will provide no less than 150 hours annually to participate in community meetings, and community service activities, including but not limited to community educational and skills-based training programs, drug abuse prevention programs, senior assistance, community clean up or veteran's assistance within the Town of Montague.

Measurements for Program 5: we provided over 50 hours of community related services in 2019 (which meets our obligation for 2019 because we were only open for roughly a third of that year) and we are working hard to make our 150 commitment for 2020 despite the difficulties we are facing as a result of COVID related restrictions. We have met with community leaders to assist us with identifying areas of greatest need within our community.

The community service related initiatives that management and employees performed in order to meet this goal include:

- We held two educational seminars focused on cannabis. One seminar was held at the Northfield Public Library and the other seminar was held at Greenfield Savings Bank in Turners Falls.
- We assist the Shea Theater Arts Center in Turners Falls by paying their composting fees so they are able to participate in this community program.
- We have performed volunteer work for the Turners Falls Airport Commission.
- We donate storage space to the the Franklin County Sheriff's Department's TRIAD Program, a crime-prevention and wellness initiative aimed at protecting the safety and welfare of senior citizens in the community. The TRIAD Program uses our donated storage space to store equipment for disabled, elderly, and veterans programs in the community.
- Employees performed a combined total of 35.25 hours of volunteer landscaping maintenance on downtown Turner's Falls Planter boxes on 8/15/20.
- We reached out the the Opioid Task force last year but they chose not to engage us in their efforts in drug abuse prevention.

As also noted above, our original Positive Impact Plan was submitted and approved prior to new guidance from the CCC clarifying that obligations included in an applicant's Host Community Agreement should not be included as elements of an applicant's Positive Impact Plan. Although we have worked to fulfill this Program 5 from our original Positive Impact Plan, we recognize that this initiative no longer qualifies as a Positive Impact Plan initiative because it is included in our Host Community Agreement. As noted above, we are submitting a revised Positive Impact Plan to the CCC which incorporates new initiatives that are better suited for us to provide a positive impact to disproportionately harmed people in the future. The goals and programs for our proposed new Positive Impact Plan are outlined in "Progress or Success Goal 7," "Progress or Success Goal 8," and "Progress or Success Goal 9" in this application.

Progress or Success Goal 7

Description of Progress or Success: As discussed above, we are proposing new initiatives for our Positive Impact Plan that will allow us to enhance our beneficial impact for disproportionately harmed people in a manner that complies with recent CCC guidance. One such new goal is to benefit areas of disproportionate impact through programs supporting local art and culture.

In terms of programs in furtherance of this goal, we will be making a donation to the Douglass Smith Mural Restoration to support African American Heritage and Arts in Millers Fall and have already made a donation to the Nolumbeka Project which preserves the culture, heritage and stories of indigenous voices in the region. We also plan support local businesses in Montague with a focus on those owned by minorities, women, disabled, veterans, and low income individuals through a grant program. We will give out two grants per year.

Although Montague is not designated as an area of disproportionate impact by the CCC, this assistance will benefit business owners and employees from surrounding communities that are designated as areas of disproportionate impact. Further, we also believe that Montague is part of a larger surrounding community that has felt the societal and economic harms associated with the prohibition on cannabis. Therefore, we are confident that we are providing a direct benefit to an area of disproportionate impact in Montague even if it is not designated as such.

In order to measure the impact of this program going forward, we will track money and other resources that we are devoting towards benefiting

local art and culture in areas of disproportionate impact.

Progress or Success Goal 8

Description of Progress or Success: As discussed above, we are proposing new initiatives for our Positive Impact Plan that will allow us to enhance our beneficial impact for disproportionately harmed people in a manner that complies with recent CCC guidance. One such new goal is to benefit residents of areas that are disproportionately impacted, Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions through an employee assistance program.

Because of past job fairs and other efforts focused on hiring employees that come from areas of disproportionate impact, employees that have past drug convictions, and/or employees with parents that have with drug convictions, we are proud to report that we currently employ a large number of individuals coming from populations that the CCC has identified as being disproportionately harmed by cannabis prohibition. Because of this, we are able to provide a direct benefit to disproportionately harmed people in the Commonwealth by providing assistance to our own employees during their times of need.

We recently launched our employee assistance program and have already provided a benefit to one employee. Specifically, we paid for this employee's legal assistance after learning that the employee was in need of representation. The initial beneficiary of this employee assistance fund is a Massachusetts resident with a parent who has a drug conviction. We intend to continue providing a positive impact for disproportionately harmed people in the future through our employee assistance program.

In order to measure the impact of this program going forward, we will track dollars spent in the employee assistance program and monitor how much of those resources are devoted to helping employees who qualify as disproportionately harmed people.

Progress or Success Goal 9

Description of Progress or Success: As discussed above, we are proposing new initiatives for our Positive Impact Plan that will allow us to enhance our beneficial impact for disproportionately harmed people in a manner that complies with recent CCC guidance. One such new goal is to benefit residents of areas that are disproportionately impacted through a local disproportionate area purchasing program.

We are making a concerted effort to divert the bulk of our purchasing from local areas of disproportionate impact and to establish working relationships within the local communities. Our focus is on Greenfield, Amherst, Montague, and Holyoke businesses whenever possible. Out of that group of communities, we recognize that only Greenfield, Amherst, and Holyoke are designated as areas of disproportionate impact while Montague is not. However, we firmly believe that all of these communities, including Montague, suffer from the same societal and economic impacts derived from the prohibition on cannabis.

In order to measure the impact of this program going forward, we will monitor our expenditures and track what percentage of our purchases are being made in areas of disproportionate impact.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please note - the response for "Progress or Success Goal 1" is from our submission to the CCC from August, 2019

We haven't started hiring for the cultivation department yet, but we have reached out to the El Salvadoran community to see if people want to share their talents in our grow facility.

Of note, Franklin County (where Greenfield is located) is 91% caucasian and Hampshire County (where Amherst is located) is 84% caucasian. Based on our hiring this far, our management team is 50% female and 13% non caucasian, our retail staff is 59% female and 29% non caucasian, and our support staff is 78% non caucasian.

We are more than exceeding our proposed ratios, especially given the lack of diversity within the community where we live.

Diversity Progress or Success 2

Description of Progress or Success: 2020 Update to diversity of the company by department

Management 50% Female, 14% Non-Caucasian

Retail 60% Female, 20% Non-Caucasian
 Cultivation 20% Female, 40% Non-Caucasian
 Trimming 43% Female, 29% Non-Caucasian
 Packaging 71% Female, 0% Non-Caucasian
 Kitchen 100% Female, 0% Non-Caucasian
 Lab 0% Female, 0% Non-Caucasian
 Maintenance 0% Female, 0% Non-Caucasian
 Admin 100% Female, 0% Non-Caucasian

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Product label.pdf	pdf	5d8e29c8b107e415ca90f024	09/27/2019

Name of Item: Production has not yet started

Item Type: Edible MIP

Item Description: We have not begun production yet. We will open our cultivation first and once we are harvesting our own product in spring 2020 we will start looking at production and manufacturing. We anticipate making edibles and concentrates once production has started. Below are a couple of pictures of our kitchen still under construction.

Item 2

Document Category	Document Name	Type	ID	Upload Date
	Kief.jpg	jpeg	5f32f0909d93706859d9fdf4	08/11/2020
	Concentrate Packaging.png	png	5f32f2ce0754a56476284eb1	08/11/2020
	concentrate packaging lid.png	png	5f32f2d28093f4686f9c9f09	08/11/2020
	thumbnail_20200708_135436.jpg	jpeg	5f32f7f28093f4686f9c9f20	08/11/2020
	Concentratepackage.jpg	jpeg	5f32fe5ca23bf5686067a8a8	08/11/2020

Name of Item: Kief

Item Type: Concentrate

Item Description: Dry Sift Kief — When you remove resin glands from cannabis and sift them through fine screens, kief is what's left; this concentrate can be sprinkled into a bowl, blunt, or joint. AVG TAC: 30-60%

We can manufacture kief from any strain we harvest. Those strains are:

Strain Name
 Bahama Mama
 Blackcherry Punch
 Charlotte's Gift
 CrescendO
 Donatello Kush
 Early Lemon Berry
 It's It
 Lap Dance
 Mint Cake
 Orang-U-Tang
 The Don Mega
 Tropbreath
 Tropicanna Punch
 Wicked Flo

Item 3

Date generated: 12/03/2020

Document Category	Document Name	Type	ID	Upload Date
	Wax Label.jpg	jpeg	5f32f2aba24e76648176e496	08/11/2020
	concentrate packaging lid.png	png	5f32f2fa193ee2646b47ac4d	08/11/2020
	Concentrate Packaging.png	png	5f32f2fd64c153689b94a374	08/11/2020
	thumbnail_20200708_135436.jpg	jpeg	5f32f8439d93706859d9fe1c	08/11/2020
	Concentratepackage.jpg	jpeg	5f32fe488093f4686f9c9f54	08/11/2020

Name of Item: Wax

Item Type: Concentrate

Item Description: Wax — Cannabis wax has the same consistency as candle wax, and it's rich in terpenes and cannabinoids after the solvent extraction process. Wax is best for dabbing or vaping. AVG TAC: 60-90%

We can manufacture wax from any strain we harvest. Those strains are:

Strain Name

Bahama Mama

Blackcherry Punch

Charlotte's Gift

Crescendo

Donatello Kush

Early Lemon Berry

It's It

Lap Dance

Mint Cake

Orang-U-Tang

The Don Mega

Tropbreath

Tropicanna Punch

Wicked Flo

Item 4

Document Category	Document Name	Type	ID	Upload Date
	shatter small.jpg	jpeg	5f32f8cba24e76648176e4ba	08/11/2020

Name of Item: Shatter

Item Type: Concentrate

Item Description: Shatter — This brittle, glass-like concentrate is made by processing cannabis with a hydrocarbon solvent. High in both terpenes and cannabinoids, the most popular way to enjoy shatter is with a dab rig or a vape pen. AVG TAC: 60-90%

We can manufacture Shatter from any strain we harvest. Those strains are:

Strain Name

Bahama Mama

Blackcherry Punch

Charlotte's Gift

Crescendo

Donatello Kush

Early Lemon Berry

It's It

Lap Dance

Mint Cake

Orang-U-Tang

The Don Mega
Tropbreath
Tropicanna Punch
Wicked Flo

Item 5

Document Category	Document Name	Type	ID	Upload Date
	Sugar Label.jpg	jpeg	5f32fad49d93706859d9fe37	08/11/2020
	Concentrate Packaging.png	png	5f32faf724445b68a61fe966	08/11/2020
	concentrate packaging lid.png	png	5f32fafcca23a6644a5890de	08/11/2020
	Testing Results small concentrate.jpg	jpeg	5f32fbbea24e76648176e4d4	08/11/2020
	Concentratepackage.jpg	jpeg	5f32fe3d9d93706859d9fe50	08/11/2020

Name of Item: Sugar

Item Type: Concentrate

Item Description: Sugar — Sugar, also often referred to as “terp sugar” is a sandy, granular extract created through our hydrocarbon extraction process, and creates a damp consistency from an abundance of terpenes. AVG TAC: 80-90%

We can manufacture Sugar from any strain we harvest. Those strains are:

Strain Name
Bahama Mama
Blackcherry Punch
Charlotte's Gift
CrescendO
Donatello Kush
Early Lemon Berry
It's It
Lap Dance
Mint Cake
Orang-U-Tang
The Don Mega
Tropbreath
Tropicanna Punch
Wicked Flo

Item 6

Document Category	Document Name	Type	ID	Upload Date
	Crumble Label.jpg	jpeg	5f32fdcf64c153689b94a3bf	08/11/2020
	Testing Results small concentrate.jpg	jpeg	5f32fe0224445b68a61fe977	08/11/2020
	Concentrate Packaging.png	png	5f32fe0d9d93706859d9fe4c	08/11/2020
	Concentratepackage.jpg	jpeg	5f32fe13a23bf5686067a8a4	08/11/2020
	concentrate packaging lid.png	png	5f32fe3330ca0a689030f5ae	08/11/2020

Name of Item: Crumble

Item Type: Concentrate

Item Description: Crumble — Crumble is created using the same method as shatter and batter, but it's far drier, and it will fall apart easily. It is great for breaking up and adding to a blunt or joint, and can also be dabbed. AVG TAC: 60-90%

We can manufacture crumble from any strain we harvest. Those strains are:

Strain Name
Bahama Mama
Blackcherry Punch
Charlotte's Gift
CrescendO
Donatello Kush
Early Lemon Berry
It's It
Lap Dance
Mint Cake
Orang-U-Tang
The Don Mega
Tropbreath
Tropicanna Punch
Wicked Flo

Item 7

Document Category	Document Name	Type	ID	Upload Date
	Batter Label.jpg	jpeg	5f33e57130ca0a689030f66c	08/12/2020
	Concentrate Packaging.png	png	5f33e58d24445b68a61fea4d	08/12/2020
	concentrate packaging lid.png	png	5f33e590ead5bc6434e3b4cc	08/12/2020
	Testing Results small concentrate.jpg	jpeg	5f33e5a017c8fd645570922a	08/12/2020
	Concentratepackage.jpg	jpeg	5f33e5a90754a56476284fd9	08/12/2020

Name of Item: Batter

Item Type: Concentrate

Item Description: Batter — A soft, creamy concentrate that's high in terpene flavor and potent to boot. Batter is a versatile type of cannabis concentrate which is also made with our hydrocarbon process. Most people choose to dab batter, but you can also vape it, or sprinkle it on top of a bowl for extra enhancement and flavor. AVG TAC: 60-90%

We can manufacture batter from any strain we harvest. Those strains are:

Strain Name
Bahama Mama
Blackcherry Punch
Charlotte's Gift
CrescendO
Donatello Kush
Early Lemon Berry
It's It
Lap Dance
Mint Cake
Orang-U-Tang
The Don Mega
Tropbreath
Tropicanna Punch
Wicked Flo

Item 8

Document Category	Document Name	Type	ID	Upload Date
	Rosin Label.png	png	5f33fd430f92b46881faf169	08/12/2020

Concentrate Packaging.png	png	5f33fd4f30ca0a689030f6a9	08/12/2020
Concentratepackage.jpg	jpeg	5f33fd530754a5647628501d	08/12/2020
Testing Results small concentrate.jpg	jpeg	5f33fd66193ee2646b47adb8	08/12/2020
concentrate packaging lid.png	png	5f33fd7b8093f4686f9ca059	08/12/2020

Name of Item: Rosin

Item Type: Concentrate

Item Description: Rosin — Created using heat and pressure without any solvents, rosin is a hash that can be dabbed, and it is a solvent free extract. AVG TAC: 60-90%

We can manufacture rosin from any strain we harvest. Those strains are:

Strain Name

Bahama Mama

Blackcherry Punch

Charlotte's Gift

CrescendO

Donatello Kush

Early Lemon Berry

It's It

Lap Dance

Mint Cake

Orang-U-Tang

The Don Mega

Tropbreath

Tropicanna Punch

Wicked Flo

Item 9

Document Category	Document Name	Type	ID	Upload Date
	LIVE Label.png	png	5f33ff20a24e76648176e5f5	08/12/2020
	concentrate packaging lid.png	png	5f33ff28ead5bc6434e3b51f	08/12/2020
	Concentrate Packaging.png	png	5f33ff2b8093f4686f9ca063	08/12/2020
	Testing Results small concentrate.jpg	jpeg	5f33ff33aee479687ae98f61	08/12/2020
	Concentratepackage.jpg	jpeg	5f33ff3d30ca0a689030f6b3	08/12/2020

Name of Item: Live

Item Type: Concentrate

Item Description: Live — Live is produced using flash frozen live plant material. Through this process, the plant sustains a valuable terpene profile, and potent flavor through the extraction process. AVG TAC: 80-90%

We can manufacture LIVE from any strain we harvest. Those strains are:

Strain Name

Bahama Mama

Blackcherry Punch

Charlotte's Gift

CrescendO

Donatello Kush

Early Lemon Berry

It's It

Lap Dance
Mint Cake
Orang-U-Tang
The Don Mega
Tropbreath
Tropicanna Punch
Wicked Flo

Item 10

Document Category	Document Name	Type	ID	Upload Date
	DistillateVape.png	png	5f340269193ee2646b47adc2	08/12/2020
	VAPEINSERT.jpg	jpeg	5f34028164c153689b94a4cd	08/12/2020
	Vape Cart.jpg	jpeg	5f34028e8093f4686f9ca06f	08/12/2020
	Vape box label sm.jpg	jpeg	5f3402c564c153689b94a4d1	08/12/2020
	Vape Box Complete.png	png	5f34038d193ee2646b47adc6	08/12/2020

Name of Item: Distillate Vape Cartridge

Item Type: Concentrate

Item Description: Vape carts or cartridges are small attachments to a marijuana e-cigarette or vape pen. They are sold pre-filled with cannabis concentrates which are rich in cannabis' medicinal active ingredients. We distill CO2 Extracts into a nearly pure Cannabanoid and Terpene concentrated oil.

We can manufacture Distillate from any strain we harvest. Those strains are:

Asphalt
Bahama Mama
Bigfoot Glue
Blackcherry Punch
Blueberry Muffin
Caramel Cream
Charlotte's Gift
CrescendO
Donatello Kush
Early Hybrid OG
Early Lemon Berry
Hibiscus Tea
It's It
Joker's Web
Lap Dance
Lemongrass
Magic Melon
Mint Cake
Notorius T.H.C.
OG Chemdawg
Orang-U-Tang
Pineapple Upside Down Cake
Squirt
The Don Mega
Tropbreath
Tropicanna Cookies
Tropicanna Punch
Vanilla Frosting
Wicked Flo

Item 11

Document Category	Document Name	Type	ID	Upload Date
	Diamonds Label.png	png	5f340de2f4c60d645c965272	08/12/2020
	Testing Results small concentrate.jpg	jpeg	5f340df78093f4686f9ca0a5	08/12/2020
	Concentratepackage.jpg	jpeg	5f340e3130ca0a689030f6f1	08/12/2020
	concentrate packaging lid.png	png	5f340e350754a56476285055	08/12/2020
	Concentrate Packaging.png	png	5f340e39193ee2646b47adfb	08/12/2020

Name of Item: Diamonds

Item Type: Concentrate

Item Description: Diamonds — In a jar of sauce, diamonds are the crystalline structures that develop and contain pure THCA that has been isolated from refined oil. AVG TAC: 90-100%

We can manufacture Diamonds from any strain we harvest. Those strains are:

Strain Name

Bahama Mama

Blackcherry Punch

Charlotte's Gift

CrescendO

Donatello Kush

Early Lemon Berry

It's It

Lap Dance

Mint Cake

Orang-U-Tang

The Don Mega

Tropbreath

Tropicanna Punch

Wicked Flo

Item 12

Document Category	Document Name	Type	ID	Upload Date
	Tincture 2.png	png	5f358eb59fd04f085a975e4c	08/13/2020
	Tincture Flavored.png	png	5f358eb71e17f807ff968cea	08/13/2020
	tincture side 2.jpg	jpeg	5f358ed55330a107b966b37b	08/13/2020
	tincture.jpg	jpeg	5f358ed8b18f5e08358c57f9	08/13/2020
	Tinctureside.jpg	jpeg	5f358edbd0a09e087b89d35e	08/13/2020

Name of Item: Tincture

Item Type: Tincture

Item Description: Tinctures are designed to provide an oral means of ingestion of Cannabis Oil that has been diluted to a specific dosage or concentration. 253 makes our tinctures with coconut derived MCT Oil and CO2 Extracted Cannabis Oil Distillate. Our planned flavors include: Cinnamon, Peppermint & Blood Orange as well as no flavor option.

Tinctures are not in full production yet, still in R & D phase.

Item 13

Document Category	Document Name	Type	ID	Upload Date
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Chocolate Bar.png	png	5f358fbd18f5e08358c5805	08/13/2020
thumbnail_20200813_144652.jpg	jpeg	5f358fc394381908409233a7	08/13/2020

Name of Item: Chocolate Bar

Item Type: Edible MIP

Item Description: Our chocolate bars are rectangular and made with premium 100% Kosher Dairy and Callebaut's finest dark, milk, and white Belgian chocolate and distillate oil. By combining strain-specific cannabinoids and terpene profiles with our one-of-a-kind chocolate recipe, we are crafting outstanding flavorful chocolate bars with delectable toppings. Our chocolate bar box comes with 2 bars, and each bar is composed of 10 individual squares for a total of 50mg per bar. Types Include: Milk, Dark and White Chocolate, Toppings may be added at a later time. Product still in development.

Chocolate Bars are not in full production yet, still in R & D phase.

Item 14

Document Category	Document Name	Type	ID	Upload Date
	Testing Results small concentrate.jpg	jpeg	5f3591f894381908409233b5	08/13/2020
	Concentratepackage.jpg	jpeg	5f3592015330a107b966b392	08/13/2020
	concentrate packaging lid.png	png	5f3592054fa1b607d3b5f3e2	08/13/2020
	Concentrate Packaging.png	png	5f3592089fd04f085a975e64	08/13/2020
	thumbnail_20200813_152454.jpg	jpeg	5f3594403595ff084fed372b	08/13/2020

Name of Item: Terp Sauce

Item Type: Concentrate

Item Description: Sauce — If you can't get enough of flavorful terpenes, then terp sauce will be your go-to concentrate; this sticky stuff is created through CO2 extraction, and it's ideal for dabbing. AVG TAC: 60-90%

We can manufacture Terp Sauce from any strain we harvest. Those strains are:

Strain Name
Bahama Mama
Blackcherry Punch
Charlotte's Gift
Crescendo
Donatello Kush
Early Lemon Berry
It's It
Lap Dance
Mint Cake
Orang-U-Tang
The Don Mega
Tropbreath
Tropicanna Punch
Wicked Flo

Item 15

Document Category	Document Name	Type	ID	Upload Date
	Packaging.jpg	jpeg	5f3ab24d9438190840923b68	08/17/2020

Name of Item: Chews

Item Type: Edible MIP

Item Description: Our creamy fruit chews and caramels are everything you have ever dreamed of. These octagon shaped chews are perfectly dosed with cannabis distillate oil at 5mg per piece, with a total of 20 servings per package. Our chews have a creamy and buttery texture,

bursting with all-natural flavors. Our chews are Kosher Dairy and are absolutely what chew want and what chew need!

This item is not yet actively manufactured, but is planned for late 2020 / early 2021.

The planned types are: Sea Salt & Caramel, Tropical, Orange Cream & Watermelon. These will be Indica or Sativa made with C02 Oil.

Additional Label & Packaging Pictures will be submitted per new Metrc Guidance that allows for new item photo upload.

Item 16

Document Category	Document Name	Type	ID	Upload Date
	Packaging.jpg	jpeg	5f3ab3495fa28707f458059e	08/17/2020

Name of Item: Jellies

Item Type: Edible MIP

Item Description: Our handmade Jellies are made with all Natural Flavors and are Vegan, Kosher and Gluten Free! These small triangle-shaped jellies are sold as micro-dose edibles in child resistant bags that fit a total of 40 pieces. Our jellies are Kosher Parve, and are crafted with the purest ingredients and natural flavorings.

Berry, Watermelon, Tropical are the planned flavors

This item is not yet actively manufactured, but is planned for late 2020 / early 2021. Additional Label & Packaging Pictures will be submitted per new Metrc Guidance that allows for new item photo upload.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 4:30 PM
Tuesday From: 8:00 AM	Tuesday To: 4:30 PM
Wednesday From: 8:00 AM	Wednesday To: 4:30 PM
Thursday From: 8:00 AM	Thursday To: 4:30 PM
Friday From: 8:00 AM	Friday To: 4:30 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

Certification

The undersigned hereby certify that 253 Organic, LLC and the Town of Montague, in which 253 Organic, LLC is located, have executed a host community agreement on April 2, 2018.

TOWN OF MONTAGUE:



Walter Ramsey, AICP
Montague Planner

4/2/18
Date

253 ORGANIC, LLC




Christopher B. Gallant, Member

4/3/18
Date



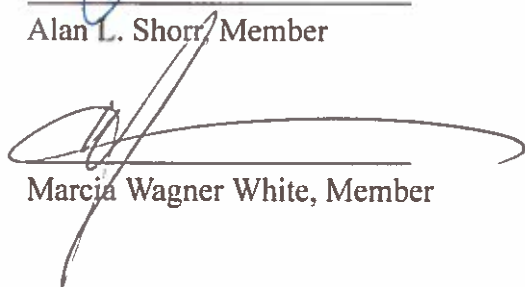
Seth H. Rutherford, Member

4/3/18
Date



Alan L. Shorr, Member

4/3/18
Date



Marcia Wagner White, Member

4/3/18
Date

Host Community Agreement
Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement ("HCA") is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Board of Selectmen ("Town"), and 253 Organic, LLC, a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 01376¹, ("Operator"). The Town and Operator collectively are referred to as the "Parties."

WHEREAS, Operator intends to utilize commercial space located at 253 Millers Falls Road, Turners Falls, MA (the "Premises") for the purposes of operating as an adult use marijuana cultivator, product manufacturer and retailer pursuant to G. L. c. 94G and the Cannabis Control Commission (the "Commission") Regulations 935 CMR 500.00.

WHEREAS, Operator intends to submit license applications to the Commission for licenses to operate as a marijuana cultivator, product manufacturer and retailer at the Premises.

WHEREAS, the Operator intends to provide certain benefits to the Town in the event that it receives the necessary licenses from the Commission, or such other state licensing or monitoring authority, as the case may be, to operate a co-located marijuana cultivation, manufacturing, and retail facility (the "Facility").

WHEREAS, the Parties intend by this HCA to satisfy the provisions of G.L. c.94G, §3(d), this HCA shall constitute the stipulations of responsibilities between the Town as host community and Operator pursuant to G. L. c. 94G, § 3 (d)for the Facility.

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

1. Community Impacts

The Operator anticipates that the Town will incur additional expenses and impacts upon the Town's road systems, public safety services, educational system, inspectional services and permitting services, as well as unforeseen impacts upon the Town. Accordingly, in order to mitigate the financial impact upon the Town and the use of Town resources, the Operator agrees to the following annual payments (collectively, the "Annual Payments"):

¹ Turners Falls is a village in the Town of Montague.
{13426/A0325625.1}

- A. The Operator shall make an annual Community Impact Payment pursuant to G. L. c. 94G, § 3 to the Town in the amount of three percent (3%) of gross on-site retail sales of marijuana and marijuana products to consumers from the Facility.
- B. The Operator shall make an annual Wholesale Payment to the Town in connection with the wholesale value of marketable product produced by the cultivation and manufacturing operations at the Facility which are not sold directly to consumers on-site, but are distributed to other off-site marijuana establishments. The Wholesale Payment shall be equal to a percentage of gross wholesale sales as set forth below:

Wholesale Payment	Gross Wholesale Sales
1%	\$0 - \$399,999.99
2%	\$400,000.00 - \$800,000.00
3%	Equal to or greater than \$800,000.01

Wholesale Value shall be determined by arms-length wholesale sales made by the Cultivation Facility during the year, but shall not equal not less than 35 % of the retail value of such product as determined by the average retail sales price at the Marijuana Retail location licensed to the Operator within the Town, or, if no such facility is licensed in the Town, the average retail sales price at the Operator's Marijuana Retail locations located outside the Town.

The Annual Payments shall expire at the end of the five (5) year period beginning on the date the Facility begins operation in the Town. At the conclusion of each five (5) year period, the Parties shall negotiate new Annual Payments in accordance with the G.L. c.94G, §3; provided, however, that the Annual Payments shall not be reduced below the amount set forth above.

If the Legislature raises the current three percent (3%) maximum amount of Community Impact Payment that a marijuana retailer may pay to a municipality pursuant to G. L. c. 94G, § 3(d), Operator shall pay a Community Impact Payment based on the highest percentage of on-site gross retail sales from the Facility and at such rate as allowed by the Legislature.

The Annual Payments shall be paid by Operator not later than thirty (30) days after the close of the Operator's fiscal year.

2. Re-opener/Review

It is expressly agreed by the Parties that in the event Operator executes a Host Community Agreement pursuant to G. L. c. 94G, § 3, with any other municipality that requires Operator to pay to said municipality a percentage community impact fee greater than the percentage Community Impact Payment provided in Paragraph 1 of this HCA, Operator shall pay to the Town the same percentage community impact fee provided to said other municipality.

3. Local Preference

To the extent consistent with State and Municipal law and regulations, Operator shall give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Facility, and will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

4. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

5. Annual Reporting

Operator shall submit financial records to the Town within thirty (30) days after payment of the Annual Payment with a certification of sales with respect to each such payment. Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the Commission. All records shall be kept for a period of at least seven (7) years. During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense), those parts of Operator's books and financial records which relate to the determination of the required Annual Payment and to Operator's compliance with this Agreement. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with Operator's normal business activities.

6. Other Payments

In addition to any funds specified herein, the Operator will annually donate funds to local community initiatives in the Town in such amounts as it determines from time to time, with a target goal of \$15,000 in donations per year.

7. Community Support

The Operator agrees to provide no less than 150 man hours annually, to be provided by the Facility's management and employees, to participate in community meetings and community service activities, including but not limited to: community educational

programs and drug abuse prevention, senior assistance, community clean up or veteran's assistance within the Town of Montague.

8. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This HCA is binding upon the Parties, their successors, assigns and legal representatives. Neither the Town nor Operator shall assign or transfer any interest in the Agreement without the written consent of the other.

Operator agrees to comply with all state and local laws, rules, regulations and orders applicable to the Premises, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator for violation of the terms of said permits or approvals or said statutes, bylaws, or regulations.

9. Notice Requirements

Any and all notices, or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

10. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees.

11. Severability

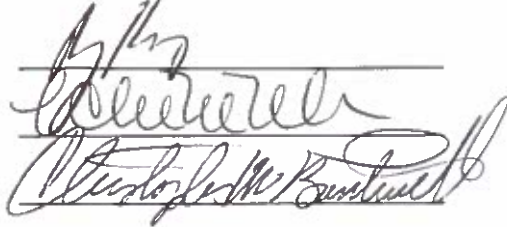
If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

12. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2 day of April, 2018.

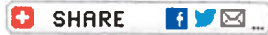
TOWN OF MONTAGUE
BOARD OF SELECTMEN



258 ORGANIC LLC
OPERATOR


(Signature)

Seth Rutzen Partner
(Name and Title)



Legals 0900

MONTAGUE PLANNING BOARD NOTICE OF PUBLIC HEARING Tuesday, March 27, 2018 Town Hall – Upstairs Meeting Room 7:00 PM The Montague Planning Board will hold a public hearing at 7:00 PM on Tuesday, March 27, 2018 in the second floor meeting room of Town Hall, One Avenue A, Turners Falls on an application by 253 Organic, LLC for a special permit and site plan approval under Montague Zoning Bylaws Section 5.2.6(c) and 8.2(g) to permit a marijuana cultivation and production establishment with retail as an accessory use in the Industrial Zoning District. The property is located at 253 Millers Falls Road and is identified as Assessors Map 17 Lot 31. All interested persons will be given the opportunity to be heard and to ask questions directly to the project proponents. This hearing is also intended to meet the requirements for a community outreach hearing per the draft regulations of the Cannabis Control Commission. Application and plans describing the project may be examined in the Planning and Conservation Office, One Avenue A, Turners Falls, MA during regular business hours Mon-Thurs.

Ron Sicard, Chairman 3415748

PUBLIC HEARING NOTICE

The Town of Erving will hold a public hearing pursuant to M.G.L. Chapter 40A ("the Zoning Act"), Section 5, on THURSDAY MARCH 22 at 7:00 p.m. at the Erving Town Hall, Downstairs Conference Room, 12 East Main Street, Erving, MA. The purpose of this public hearing is to provide interested parties with the opportunity to comment on proposed changes to Town of Erving Zoning Bylaws, Section 4 - Use Regulations - pertaining to changes to the Use Regulations Schedule, Section 4.2 – to allow the retail sale of Medical and Recreational Marijuana in Central and French King Commercial Districts through the Special Permit process and the cultivation, manufacturing and testing of Medical and Recreational Marijuana in the Central, French King Commercial and Rural Residential Districts through the Special Permit Process; Section 4.12 Medical Marijuana Moratorium Bylaw – the proposed change is the elimination of the moratorium that expired on 10/31/2014 and the creation of a new Section 4.12 Marijuana Establishments – which would regulate where recreational and medical marijuana facilities and retail stores could be located in the Town of Erving using the Special Permit process. The



Town of

Montague

Community Outreach Meeting/ Special Permit Hearing for proposed marijuana cultivation/production/retail establishment: 253 Organic, LLC

MONTAGUE PLANNING BOARD
NOTICE OF PUBLIC HEARING
AND COMMUNITY OUTREACH MEETING
Tuesday, March 27, 2018
Town Hall – Upstairs Meeting Room
7:00 PM

The Montague Planning Board will hold a public hearing at **7:00 PM on Tuesday, March 27, 2018** in the second floor meeting room of Town Hall, One Avenue A, Turners Falls on an application by 253 Organic, LLC for a special permit and site plan approval under Montague Zoning Bylaws Section 5.2.6(c) and 8.2(g) to permit a marijuana cultivation and production establishment with retail as an accessory use in the Industrial Zoning District. The property is located at 253 Millers Falls Road and is identified as Assessors Map 17 Lot 31 (AKA the former Hallmark Imaging Lab). All interested persons will be given the opportunity to be heard and to ask questions directly to the project proponents. This hearing is also intended to meet the requirements for a community outreach hearing per the draft regulations of the Cannabis Control Commission. Application and plans describing the project may be examined in the Planning and Conservation Office, One Avenue A, Turners Falls, MA during regular business hours Mon-Thurs.

Ron Sicard, Chairman

Posted: to Planning Board on Wed, Mar 14, 2018

Updated: Wed, Mar 14, 2018



MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •
PHONE: 413-863-3200 EXT 207 - FAX: 413-863-3222

Certification and Attestation:

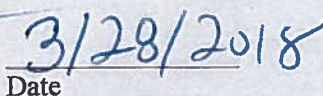
I hereby certify and attest to the following:

- That the proposed place of business for 253 Organic, LLC is within the Industrial Zoning District which allows marijuana retail, cultivation, and production by Special Permit and Site Plan Review, in accordance with Montague Zoning Bylaws Section 5.2.6(c) and 8.2(g)
- That 253 Organic, LLC is not within 1,000 feet of a pre-existing public or private school providing education in kindergarten or grades 1 through 12.
- That notice of the time, place and subject matter of the hearing, including the proposed address of 253 Organic, LLC, was mailed at least 7 (seven) calendar days prior to the community outreach hearing to abutters of 253 Millers Falls Road, Turners Falls, MA 01376, the proposed address of 253 Organic, LLC, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. Notice was made at the expense of 253 Organic LLC.
- That notice of the time, place, and subject matter of the hearing was published in the Greenfield Recorder and Montague Reporter 14 (fourteen) and 7 (seven) calendar days prior to the community outreach meeting. Notice was made at the expense of 253 Organic LLC.
- The notice of the hearing was additionally posted at Town Hall and on the official town of Montague Website at least 7 (seven) days calendar days prior to the meeting.
- That the following topics were discussed during the community outreach meeting held on March 27, 2018:
 - The type(s) of marijuana establishment to be located at 253 Organic, LLC;
 - Information adequate to demonstrate that 253 Organic, LLC will be maintained securely;
 - Steps to be taken by 253 Organic, LLC to prevent diversion to minors;
 - A plan by 253 Organic, LLC to impact positively the community; and
 - Information adequate to demonstrate that 253 Organic, LLC will not constitute a nuisance as defined by law.
- That community members were permitted to ask questions and received answers from representatives of 253 Organic, LLC during the community outreach meeting held on March 27, 2018.
- The meeting was video recorded, and broadcast by Montague Community Television

TOWN OF MONTAGUE:



Walter Ramsey, AICP
Montague Planner


Date

community members, marched around the outside of the dining.

According to principal Annie, about 140 students did participate in the walkout, and instead to report to the while it lasted. "Students have varied reasons for going, and for not participating," said, "and the student in for today was respectful of perspectives."

A member of Students Take a Stand, said the faculty had a lot of student organization make us really seriously, so

a lot of our ideas are heard, and they make them happen," she said.

She also expressed support for her peers who did not walk out. "We try to just ignore negativity, and we support other people's opinions, too," she said. "They had a place to go during this if they didn't want to support it. The same way they support us walking out, we should support them not walking out."

Slogans carried on other handmade signs included *Enough is Enough; Kids Have the Right to Feel Safe; Sacrifice Guns, Not Children; We Call B.S.; and Guns In Schools? We Say No, NRA Has Got To Go.*

"I just want them to stop gun violence," a boy who said his name was Adam explained, of his choice to join the walkout.

When the march returned to the front parking lot, two members of Students Take a Stand read short speeches.

"Just because it hasn't happened in our school doesn't mean it won't or can't affect us," said eighth-grader Emily Young. "As a nation we need to stop waiting for somebody to do something, and do it ourselves. We need to prove to others that this is real, and this is more important than some drama at school."

"As a teacher or as a student, we need to recognize when those who have a mental illness cry out," Young continued, adding that the Parkland massacre "sent shocks through the US — enough for people to finally recognize the bigger picture."

Isabelle Farrick argued against "hardening" schools as a response to the threat. "Fighting guns with guns? That only ends up with more guns, and more violence," she argued.

"Instead of needing to install new security systems, metal detectors — all these extremities to keep us safe — we need to take guns away from the people that shouldn't have them. We need it to be more difficult for a 19-year-old violent man to get his hands on a deadly weapon. We need for people to have licenses to

MILLERS FALLS ROD & GUN

IRISH I WAS POLISH NIGHT

Saturday, March 17, 2018 6:30pm

Eat Polish on St. Paddy's Day | All Homemade Polish Food

\$12 or \$24 a couple

210 Turners Falls Road

Montague, MA 01376

Only
60
Tickets

For Ticket Info Call: 413-863-3748 Leave a Message

MONTAGUE PLANNING BOARD NOTICE OF PUBLIC HEARING

Tuesday, March 27, 2018

Town Hall - Upstairs Meeting Room
7:00 PM

The Montague Planning Board will hold a public hearing at 7 p.m. on Tuesday, March 27, 2018 in the second floor meeting room of Town Hall, One Avenue A, Turners Falls on an application by 253 Organic, LLC for a special permit and site plan approval under Montague Zoning Bylaws Section 5.2.6(c) and 8.2(g) to permit a marijuana cultivation and production establishment with retail as an accessory use in the Industrial Zoning District.

The property is located at 253 Millers Falls Road and is identified as Assessors Map 17 Lot 31. All interested persons will be given the opportunity to be heard and to ask questions directly to the project proponents. This hearing is also intended to meet the requirements for a community outreach hearing per the draft regulations of the Cannabis Control Commission. Application and plans describing the project may be examined in the Planning and Conservation Office, One Avenue A, Turners Falls, MA during regular business hours, Mondays to Thursdays.

Ron Sicard, Chairman

BUILDINGS from page A1

funds. The FCRHRA's offices house a closely linked non-profit Rural Development Incorporated, which played a central role in rehabilitating the Crocker and Cutlery buildings in downtown Turners Falls.

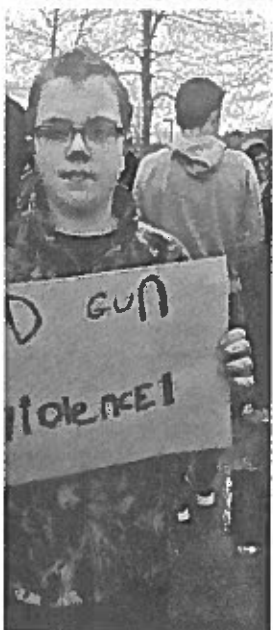
The FCRHRA move will facilitate the rehabilitation of unused portions of the Canal Street location it intends to vacate. Wild Child Cellars co-owner April Woodward expressed sentiments similar to those of Pheeny. "You have no idea," she told the *Reporter*. "It's been a long, hard process."

Wild Child, as its name suggests, has ambitious plans to ferment and store cider in a renovated basement

facilities in Colorado..."

The 253 Organic site plan shows that much of the former Hallmark Imaging complex would be used for growing cannabis and manufacturing "infused" products, edibles and concentrates. A smaller structure attached to the main building will house a "high end boutique store" for retail sale. There is separate parking for employees and customers in the site plan.

The company's timeline shows plans to submit applications to the town and state for cultivation, production, and retail by April 1, 253 Organic plans to begin the build-out of the retail portion of the facility in mid-June and begin sales in



Attestation

I hereby attest that notice of the time, place and subject matter of the hearing, including the proposed address of 253 Organic, LLC, was mailed at least seven calendar days prior to the community outreach hearing to abutters of 253 Millers Falls Road, Turners Falls, MA 01376, the proposed address of 253 Organic, LLC, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

253 ORGANIC, LLC

Alan L. Shorr, Member

[Signature]

Signature

4 | 9 | 10

Date _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this day, April 9, 2018, before me, the undersigned notary public, personally appeared Alan L. Shorr, proved to me through satisfactory evidence of identification, which was his (her) California driver's license, to be the person whose name is signed above, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.

Katherine R. Keane
Katherine R. Keane, Notary Public

Katharine R. Keane, Notary Public
My commission expires: June 18, 2021

Attestation

I hereby attest that notice of the time, place and subject matter of the hearing, including the proposed address of 253 Organic, LLC, was mailed at least seven calendar days prior to the community outreach hearing to abutters of 253 Millers Falls Road, Turners Falls, MA 01376, the proposed address of 253 Organic, LLC, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

253 ORGANIC, LLC

Christopher B. Gallant, Member


[Signature] 3/24/18

Signature Date

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this day, March 21, 2018, before me, the undersigned notary public, personally appeared Christopher B. Gallant, proved to me through satisfactory evidence of identification, which was his (her) Massachusetts driver's license, to be the person whose name is signed to the preceding instrument, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.


Katharine R. Keane, Notary Public
My commission expires: June 18, 2021

Attestation

I hereby attest that notice of the time, place and subject matter of the hearing, including the proposed address of 253 Organic, LLC, was mailed at least seven calendar days prior to the community outreach hearing to abutters of 253 Millers Falls Road, Turners Falls, MA 01376, the proposed address of 253 Organic, LLC, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

253 ORGANIC, LLC


Marcia Wagner White, Member

Signature _____ Date _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this day, March 21, 2018, before me, the undersigned notary public, personally appeared Marcia Wagner White, proved to me through satisfactory evidence of identification, which was his (her) Massachusetts driver's license, to be the person whose name is signed to the preceding instrument, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.


Katharine R. Keane, Notary Public
My commission expires: June 18, 2021

Attestation

I hereby attest that notice of the time, place and subject matter of the hearing, including the proposed address of 253 Organic, LLC, was mailed at least seven calendar days prior to the community outreach hearing to abutters of 253 Millers Falls Road, Turners Falls, MA 01376, the proposed address of 253 Organic, LLC, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

253 ORGANIC, LLC

Seth H. Rutherford, Member



Signature

3/21/18

Date _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this day, March 21, 2018, before me, the undersigned notary public, personally appeared Seth H. Rutherford, proved to me through satisfactory evidence of identification, which was his (her) Massachusetts driver's license, to be the person whose name is signed to the preceding instrument, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.

Katherine R. Kane

Katharine R. Keane, Notary Public
My commission expires: June 18, 2021

Attestation

I hereby attest that community members were permitted to ask questions and received answers from representatives of 253 Organic, LLC during the community outreach meeting held on March 27, 2018.

253 ORGANIC, LLC


Seth H. Rutherford, Member

Signature _____ Date 4/13/15

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)


On this day, April 3, 2018, before me, the undersigned notary public, personally appeared Seth H. Rutherford, proved to me through satisfactory evidence of identification, which was his (her) Massachusetts driver's license, to be the person whose name is signed above, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.


Katharine R. Keane, Notary Public
My commission expires: June 18, 2021


253 ORGANIC, LLC

Christopher B. Gallant, Member

 4/3/18

Signature Date

On this day, April 3, 2018, before me, the undersigned notary public, personally appeared Christopher B. Gallant, proved to me through satisfactory evidence of identification, which was his (her) Massachusetts driver's license, to be the person whose name is signed above, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.


Katharine R. Keane, Notary Public
My commission expires: June 18, 2021

Attestation

I hereby attest that community members were permitted to ask questions and received answers from representatives of 253 Organic, LLC during the community outreach meeting held on March 27, 2018.

253 ORGANIC, LLC


Marcia Wagner White, Member

Signature _____ Date 5/29/18

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this day, March 29, 2018, before me, the undersigned notary public, personally appeared Marcia Wagner White, proved to me through satisfactory evidence of identification, which was his (her) Massachusetts driver's license, to be the person whose name is signed above, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.


Katharine R. Keane, Notary Public
My commission expires: June 18, 2021

Attestation

I hereby attest that community members were permitted to ask questions and received answers from representatives of 253 Organic, LLC during the community outreach meeting held on March 27, 2018.

253 ORGANIC, LLC


Alan L. Shorr, Member

Signature [Signature] Date 4/9/18

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this day, April 9, 2018, before me, the undersigned notary public, personally appeared Alan L. Shorr, proved to me through satisfactory evidence of identification, which was his (her) California driver's license, to be the person whose name is signed above, and acknowledged to me that he (she) signed it voluntarily for its stated purposes.

Witness my signature and official seal.


Katharine R. Keane, Notary Public
My commission expires: June 18, 2021



Planning Board
TOWN OF MONTAGUE
One Avenue A, Turners Falls, MA 01376



RECORD OF PLANNING BOARD DECISION & VOTE

Applicant 253 Organic, LLC
Address PO Box 2773
Nantucket, MA 02584
Owner Hallmark Imaging, Inc
116 North Mountain Rd
Dalton, MA 01226

Date Filed: 3/8/2018
Case No. #2018-02
Petition heard on: 3/27/2018

Premises Affected
253 Millers Falls Road
Turners Falls, MA 01376
Assessors Map 17 Lot 031
FC Registry Book 3130 Page 330

Special Permit (X)
Site Plan Review (X)

Pursuant to Montague Zoning Bylaws Section:

5.2.6(c) and 8.2(g) to permit a marijuana cultivation and production establishment with retail as an accessory use in the Industrial Zoning District.

Final Approved Plans and documents on file with the Montague Planning Board

1. Site Plan Set 253 Millers Falls Road prepared for 253 Organic, LLC stamped by James A Baldera Jr. C.E. Dated 3/12/2018
2. Special Permit Application Package received 3/8/2018 inclusive of Business Plan, Site Plan Review Narrative, Management and Operations Policies, Lease agreement, and project sign.

The Board Finds:

1. The project is compliant with Montague Zoning Bylaws.
 - a) The proposed use will occur within the footprint of an existing building in the Industrial District.
 - b) The proposed retail component is accessory to cultivation and production as the primary use.
 - c) No proposed buildings, structures, or signs will be within 300 feet of a pre-existing public or private school providing education in kindergarten or grades 1 through 12. The Franklin County Technical High School is greater than 1,950 feet from the subject parcel.
 - d) The parking provided (75 spaces) exceeds the amount required (60 spaces).
2. The project will not have substantial impact to municipal infrastructure and services.
 - a) No impervious surface is proposed to be added to the site, however, the status of the pre-existing stormwater management system is unknown.
 - b) The proposed volumes of water and wastewater are lower than the buildings previous use as an imaging laboratory.
 - c) Site security meets or exceeds Cannabis Control Commission regulations.
 - d) Applicant has volunteered to enter into Host Community Agreement with the Board of Selectmen in order to offset community impacts for the proposed use.

3. The project will have safe and adequate vehicular and pedestrian movement.
 - a) The project estimates up to 200 retail customers per day and up to 40 employees. Customers will park in the Millers Falls Road Lot. Employees will park in the Industrial Boulevard Lot. Appropriate protocols are in place to safely and efficiently provide overflow customer parking in the employee lot.
 - b) The project will increase demand for public transportation services at the Industrial Boulevard bus stop. Accordingly, the 253 organic LLC will install a concrete sidewalk from the main customer entrance to the Industrial Boulevard bus stop, including the addition of pedestrian crossing with ramps at Industrial Boulevard and Millers Falls Road, according to specifications of the Montague Highway Department.
 - c) One of two curb cuts on Industrial Boulevard is proposed to be removed, which will increase safety of traffic flow on Industrial Boulevard.
4. The project incorporates design features that integrate it into the existing landscape, maintain neighborhood character, enhance aesthetic assets and screens objectionable features from neighbors and roadways.
 - a) The signage is appropriate for the Industrial Park aesthetic.
 - b) The natural wooded area at the corner of Industrial Boulevard and Millers Falls Road will remain.
 - c) In lieu of unsightly security fencing along Millers Falls Road, the applicant has identified in the site plan submission exterior windows to the facility that will be filled in.
 - d) The proposed black vinyl coated security fence around the employee lot will be adequately screened from Industrial Boulevard.
5. The proposed facility will not be of substantial harm to the neighborhood, or to the natural resources or infrastructure of the Town, will not create nuisance, hazards or congestion and will not derogate from the intent of the Zoning Bylaws of the Town of Montague.

The Board Votes to:

(X) APPROVE

() REJECT

The granting of a special permit and issuance of site plan approval to 253 Organic LLC for a marijuana cultivation and production establishment with retail as an accessory use in the Industrial Zoning District, pursuant to Montague Zoning Bylaws Section 5.2.6(c) and 8.2(g), subject to the following conditions:

1. Prior to issuance of building permit, the applicant shall submit the following documents for approval by the Planning Board:
 - a. A stormwater system evaluation report prepared by a professional engineer, with a plan to implement recommended improvements and maintenance schedule.
 - b. A plan for exterior lighting of the property
 - c. A plan for vegetative screening along building facing Hadley Grant Drive
2. All parking generated by the establishment shall be accommodated on-site. At no point shall customers, employees, or delivery vehicles be allowed to park on shoulder of Millers Falls Road or Industrial Boulevard.
3. Alteration or expansion to the Millers Falls Road parking area will require a modification to the site plan.
4. Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the Marijuana Establishment is located.
5. No outside storage of marijuana products or byproducts is permitted.
6. No odor may be noxious or cause a nuisance, or impair public comfort and convenience. A written violation issued by the Montague Board of Health or the Cannabis Control Commission shall constitute a violation of this special permit.

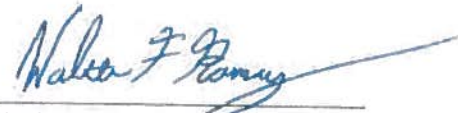
7. The special permit shall be limited to the current applicant. The permit shall lapse if the applicant ceases operating the Marijuana Establishment or if the applicant's license with the Commonwealth of Massachusetts expires or is terminated.
8. Amendments to Approved Plans: Any proposed changes from approved final plans shall be submitted to the Board and approved if consistent with the application and the findings and conditions stated in this approval. Significant changes in the site plan shall be reviewed by the Board, which may allow the changes without further hearings if they are determined to be within the project scope and consistent with findings and conditions. The Board reserves the right to hold further public hearings on changes to the site plan that are determined to be outside of the project scope. Approval shall not be unreasonably withheld.

The vote of the Montague Planning Board on 3/27/2018 was as follows:

- | | | | |
|-----------------------------|------------|---------------------------|------------|
| 1. <u>Ron Sicard, Chair</u> | <u>AYE</u> | 3. <u>George Cooke</u> | <u>AYE</u> |
| 2. <u>Bruce Young</u> | <u>AYE</u> | 4. <u>Frederic Bowman</u> | <u>AYE</u> |

PLANNING BOARD

By: 
Ron Sicard, Chair


Walter Ramsey AICP, Clerk

TOWN CLERK

I HEREBY CERTIFY THAT NO APPEAL HAS BEEN FILED WITHIN 20 DAYS FROM THE DATE THAT THIS DECISION WAS FILED WITH THE TOWN CLERK

Montague Town Clerk

Date

253 Organic, LLC
253 Millers Falls Road
Turners Falls, MA 01376
2+5+3 = a perfect 10!
253organic.com
info@253organic.com

Community Outreach Meeting
Tuesday, March 27, 2018 at 7:00 PM

Agenda

- **WHO IS 253 ORGANIC, LLC?**

Owners:	Christopher B. Gallant Seth R. Rutherford	Marcia Wagner White Alan L. Shorr
Consultant:	Lee Olesen	

- **WE ARE ALSO**

Business Owners ~ Massachusetts natives ~ Parents ~ Industry-Experienced

- **A SECURE AND CLEAN STATE-OF-THE-ART FACILITY**

Zoning Board approved
Aesthetically pleasing building, signage and landscaping
State-of-the-art odor control technology and low energy lighting
Security card access
High definition cameras inside and outside of building
Panic silent buttons
All IDs will be scanned (regardless of customer's age) to prevent distribution to minors
Buzz-in entry and card scanner
Special key access for product dispensing

- **253'S POSITIVE IMPACT ON THE COMMUNITY**

Improvements to curbing and bus stop
Job creation
Equal opportunity employer
Help to local outreach and charities
Donations to community initiatives

- **Q&A Session**

253 Organic, LLC

253 Millers Falls Road
Turners Falls, MA 01376

253organic.com
2+5+3 = a perfect 10!



*253 Organic, LLC is a new recreational cannabis company;
the site is approximately 33,000 square feet.*

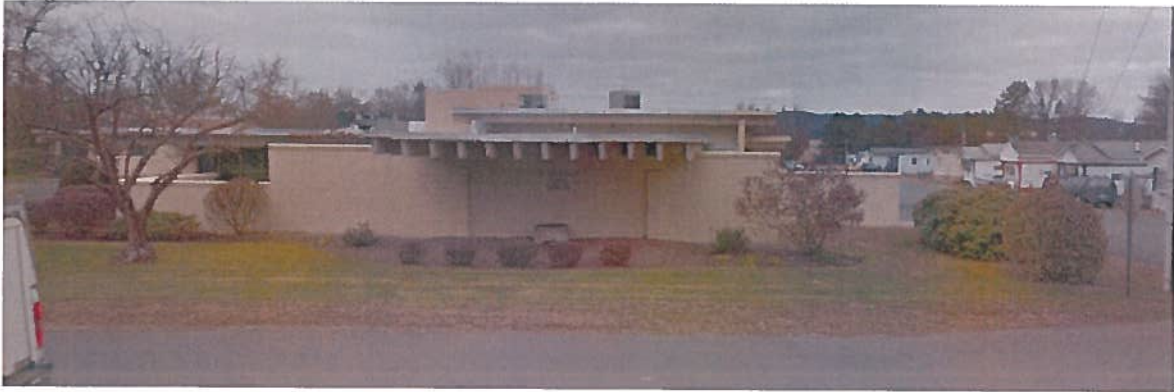
Montague & 253 Organic

- As Massachusetts's natives, 253 understands the importance of their business and the Community of Montague.
- 253 has already hired a local structural engineer to work with an architect to make sure the company meets all code requirements, structural components, building permit process.
- The proposed retail store will be the 2,500 square foot stand-alone building located to the west of the warehouse.
- Cultivation will be using state of the art low energy ceramic halide lights utilizing 60% less energy than traditional grow lights. Cultivation will be using environmentally friendly nutrients. Any pesticide requirements will be organic in nature in compliance with all Commission regulations.
- Extraction is a 90% efficiency closed loop system using C2 which is nonflammable and our kitchen will follow commercial kitchen standards.
- Our team plans on working with the surrounding community to ensure that:
 - Our building and signage is appealing to our neighbors and the public
 - Exterior projects improve location and landscaping
 - Site is safe and secure for residents of Montague by installing fencing, exterior lighting and camera surveillance that is monitored 24 hours a day
 - Location follows Massachusetts high standards for odor control
 - Landscaping and building will be aesthetically pleasing from the street

253 Organic, LLC

253 Millers Falls Road
Turners Falls, MA 01376

253organic.com
2+5+3 = a perfect 10!



WHO IS THE TEAM?

Seth Rutherford

Seth grew up and attended college in Western, MA. Seth now lives on Nantucket with his wife and two teenage children. He runs an irrigation business that has approximately 30 full time employees. Seth has two decades of experience in the soil science industry with numerous certifications. In his free time, Seth proudly served on the board that wrote Nantucket's best management practices for fertilizer use, they currently have the strictest BMP in the country.

Lee Olesen

Lee is an Industrial Engineer by education but has been an entrepreneur for 30 years, marijuana being his latest endeavor. Lee has been immersed in the field now for 5 years and has designed and managed cultivation, extraction, and retail sales. He currently owns three cultivation facilities in Colorado totaling 43,000 sq. ft. of cultivation, an extraction facility and two retail locations. Lee has designed and overseen construction of an 11,000 sq. ft. cultivation facility in Arizona and a 28,500 sq. ft. cultivation facility and 3,000 manufacturing facility in Adelanto California. Lee has worked closely with local government, regulators, building and planning departments in CO, AZ and CA.

Chris Gallant

Chris also grew up and attended college in the western part of the state before moving to Nantucket to work in construction. Chris now is a business owner that specializes in commercial and residential projects and has built local chiropractic offices, renovated inns and has developed residential properties. Chris prides himself and his company on providing all construction for projects, from frame to finish, some of his work has been published in Architectural Digest.

Marcia Wagner

Marcia is a native of Massachusetts, born in Lawrence and a graduate of Cornell and Harvard Law. She has been a lawyer for over 31 years based in Massachusetts with a national scope, practicing ERISA, a highly regulated area, and thus understands the needs, wants and desires of various governmental entities and the intersection of employer/employee relations. She brings the necessary business and legal elements to the partnership.

Alan Shorr

Prior to his current career as a successful Broadway producer, Alan was an owner of a nationally renowned broker-dealer in the heavy regulated securities industry. Alan has employed hundreds of people over the years in different communities, as stellar corporate citizens.



Bambi Rawlings <bambarella1967@gmail.com>

253 Organic, LLC

1 message

Seth Rutherford <harynfarm@gmail.com>

Tue, Aug 4, 2020 at 3:50 PM

To: StevenE - Montague Town Administrator <townadmin@montague-ma.gov>

Cc: Bambi Rawlings <bambarella1967@gmail.com>, Chris Gallant <cgallant@253organic.com>

Steve

We are currently getting our application ready for our license renewal and the CCC requires a letter or email from our host community. The two lines below in red have been taken right out of our application portal. The CCC requested the two lines in red be included in your response.

This has nothing to do with our host agreement, they are asking if 253 Organic has caused the town of Montague to incur any expenses because of our place of business, operations, drainage run off, construction, traffic, etc.

I don't know if this needs to be in letter format or if we can just email it. We have to provide proof of our request as part of the relicensing process, along with the response or an affidavit stating we did not receive one.

In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Accordingly, could you please provide documentation and records of any such costs imposed on The Village of Turners Falls that are reasonably related to the operation of 253 Organic?

Please let me know if you have any questions or would like further details.

Thank you

Seth Rutherford
Co-CEO 253 Organic, LLC
srutherford@253organic.com
Cell - 508-367-7679

Applicant: 253 Organic, LLC

EIN: 82-4664662

Application of Intent – Plan for Positive Impact

In order to positively impact areas of disproportionate impact, as defined by the Commission, 253 Organic, LLC, under the attached Host Community Agreement, will:

1. Pay an annual Community Impact Payment (Section 1A)
2. Pay an annual Wholesale Payment (Section 1B);
3. Make an annual donation of funds to local community initiatives in the Town (Section 6);
and
4. Provide community support in the form of at least 150 hours per year towards community meetings and community service activities, including but not limited to, community educational programs and drug abuse prevention, senior assistance, community clean up, or veteran's assistance within the Town of Montague (Section 7).

Also enclosed is a Letter of Support for 253 Organic, LLC dated April 2, 2018 from the Board of Selectman of the Town of Montague, in which it describes the other ways in which 253 Organic, LLC will contribute to the vitality of the community.



Board of Selectmen
Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200 xt. 108

FAX: (413) 863-3231

April 2, 2018

Shawn Collins, Executive Director
Massachusetts Cannabis Control Commission
101 Federal Street, 13th floor,
Boston, MA 02110

RE: Letter of Support for 253 Organic, LLC License for Adult Use

Dear Mr. Hoffman:

Pursuant to a Community Outreach Session held 3/27/2018, Special Permit and Site Plan Approval issued by the Planning Board 3/27/2018, and a Host Community Agreement authorized 4/2/2018, the Montague Board of Selectmen hereby grant support to 253 Organic, LLC for licensure to operate a cultivation, production, and retail establishments 253 Millers Falls Road in Turners Falls, MA.

The Board also recognizes that 253 Organic has maintained a positive working relationship with the Town and they have demonstrated a willingness to contribute to the vitality of the community in the following ways:

- 253 Organic will employ between 40 and 50 people in a town with an unemployment rate that is chronically higher than state and national averages. The new employment will help offset the abrupt closure of the town's last remaining paper mill in November of 2017.
- 253 Organic will rehabilitate a building in the Airport Industrial Park that has been vacant and underutilized for over a decade.
- 253 Organic will contribute a substantial revenue stream to a town with limited opportunity economic growth.
- 253 Organic will volunteer to host community dialogue sessions and help with community events and programs.
- 253 Organic will construct a crosswalk and sidewalks to connect their facility to a nearby bus stop- a critical infrastructure improvement that will improve the area.

Please do not hesitate to reach out to contact us with any questions that you may have.

BOARD OF SELECTMEN:

Rich Kuklewicz
Chairman of the Selectboard

Host Community Agreement
Between
Town of Montague, Massachusetts
and
253 ORGANIC, LLC

This Host Community Agreement ("HCA") is made by and between the Town of Montague, a Massachusetts municipal corporation with an address of One Avenue A, Turners Falls, MA 01376, acting by and through its Board of Selectmen ("Town"), and 253 Organic, LLC, a Massachusetts limited liability company with a principal place of business at 253 Millers Falls Road, Turners Falls, MA 01376¹, ("Operator"). The Town and Operator collectively are referred to as the "Parties."

WHEREAS, Operator intends to utilize commercial space located at 253 Millers Falls Road, Turners Falls, MA (the "Premises") for the purposes of operating as an adult use marijuana cultivator, product manufacturer and retailer pursuant to G. L. c. 94G and the Cannabis Control Commission (the "Commission") Regulations 935 CMR 500.00.

WHEREAS, Operator intends to submit license applications to the Commission for licenses to operate as a marijuana cultivator, product manufacturer and retailer at the Premises.

WHEREAS, the Operator intends to provide certain benefits to the Town in the event that it receives the necessary licenses from the Commission, or such other state licensing or monitoring authority, as the case may be, to operate a co-located marijuana cultivation, manufacturing, and retail facility (the "Facility").

WHEREAS, the Parties intend by this HCA to satisfy the provisions of G.L. c.94G, §3(d), this HCA shall constitute the stipulations of responsibilities between the Town as host community and Operator pursuant to G. L. c. 94G, § 3 (d)for the Facility.

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

1. Community Impacts

The Operator anticipates that the Town will incur additional expenses and impacts upon the Town's road systems, public safety services, educational system, inspectional services and permitting services, as well as unforeseen impacts upon the Town. Accordingly, in order to mitigate the financial impact upon the Town and the use of Town resources, the Operator agrees to the following annual payments (collectively, the "Annual Payments"):

¹ Turners Falls is a village in the Town of Montague.
{13426/A0325625.1}

- A. The Operator shall make an annual Community Impact Payment pursuant to G. L. c. 94G, § 3 to the Town in the amount of three percent (3%) of gross on-site retail sales of marijuana and marijuana products to consumers from the Facility.
- B. The Operator shall make an annual Wholesale Payment to the Town in connection with the wholesale value of marketable product produced by the cultivation and manufacturing operations at the Facility which are not sold directly to consumers on-site, but are distributed to other off-site marijuana establishments. The Wholesale Payment shall be equal to a percentage of gross wholesale sales as set forth below:

Wholesale Payment	Gross Wholesale Sales
1%	\$0 - \$399,999.99
2%	\$400,000.00 - \$800,000.00
3%	Equal to or greater than \$800,000.01

Wholesale Value shall be determined by arms-length wholesale sales made by the Cultivation Facility during the year, but shall not equal not less than 35 % of the retail value of such product as determined by the average retail sales price at the Marijuana Retail location licensed to the Operator within the Town, or, if no such facility is licensed in the Town, the average retail sales price at the Operator's Marijuana Retail locations located outside the Town.

The Annual Payments shall expire at the end of the five (5) year period beginning on the date the Facility begins operation in the Town. At the conclusion of each five (5) year period, the Parties shall negotiate new Annual Payments in accordance with the G.L. c.94G, §3; provided, however, that the Annual Payments shall not be reduced below the amount set forth above.

If the Legislature raises the current three percent (3%) maximum amount of Community Impact Payment that a marijuana retailer may pay to a municipality pursuant to G. L. c. 94G, § 3(d), Operator shall pay a Community Impact Payment based on the highest percentage of on-site gross retail sales from the Facility and at such rate as allowed by the Legislature.

The Annual Payments shall be paid by Operator not later than thirty (30) days after the close of the Operator's fiscal year.

2. Re-opener/Review

It is expressly agreed by the Parties that in the event Operator executes a Host Community Agreement pursuant to G. L. c. 94G, § 3, with any other municipality that requires Operator to pay to said municipality a percentage community impact fee greater than the percentage Community Impact Payment provided in Paragraph 1 of this HCA, Operator shall pay to the Town the same percentage community impact fee provided to said other municipality.

3. Local Preference

To the extent consistent with State and Municipal law and regulations, Operator shall give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Facility, and will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

4. Security

Operator shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Operator will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

5. Annual Reporting

Operator shall submit financial records to the Town within thirty (30) days after payment of the Annual Payment with a certification of sales with respect to each such payment. Operator shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the Commission. All records shall be kept for a period of at least seven (7) years. During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense), those parts of Operator's books and financial records which relate to the determination of the required Annual Payment and to Operator's compliance with this Agreement. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with Operator's normal business activities.

6. Other Payments

In addition to any funds specified herein, the Operator will annually donate funds to local community initiatives in the Town in such amounts as it determines from time to time, with a target goal of \$15,000 in donations per year.

7. Community Support

The Operator agrees to provide no less than 150 man hours annually, to be provided by the Facility's management and employees, to participate in community meetings and community service activities, including but not limited to: community educational

programs and drug abuse prevention, senior assistance, community clean up or veteran's assistance within the Town of Montague.

8. Additional Obligations

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This HCA is binding upon the Parties, their successors, assigns and legal representatives. Neither the Town nor Operator shall assign or transfer any interest in the Agreement without the written consent of the other.

Operator agrees to comply with all state and local laws, rules, regulations and orders applicable to the Premises, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator for violation of the terms of said permits or approvals or said statutes, bylaws, or regulations.

9. Notice Requirements

Any and all notices, or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

10. Indemnification

Operator shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Operator's breach of this Agreement or the gross negligence or misconduct of Operator, or Operator's agents or employees.

11. Severability

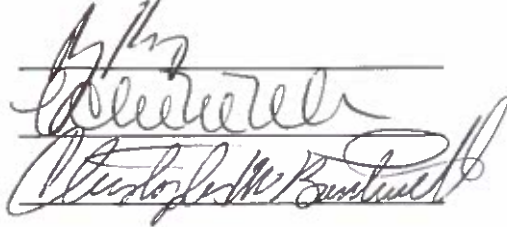
If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

12. Governing Law

This HCA shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2 day of April, 2018.

TOWN OF MONTAGUE
BOARD OF SELECTMEN



258 ORGANIC LLC
OPERATOR


(Signature)

Seth Rutzen Partner
(Name and Title)

253 Organic, LLC
Positive Impact Plan
(August 2018)

This Positive Impact Plan (“Plan”) by 253 Organic, LLC (“253”) is designed to comply with the requirements of 935 CMR 500.101(1)(a) in order to 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.

This Plan is designed to positively impact the following communities:

- Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Cannabis Control Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. (The designation of these areas will be re-evaluated periodically.)
- Massachusetts residents who have past drug convictions
- Massachusetts residents with parents or spouses who have drug convictions

Goals

The goal of this Plan is to work towards reducing barriers to entry in the commercial adult-use cannabis industry in Franklin and Hampshire counties.

Programs

In an effort to reach qualified community members for employment opportunities, 253 will conduct the following programs:

1. Conduct career fairs in Franklin and Hampshire counties.
2. Schedule and conduct formal interviews with individuals from Franklin and Hampshire counties.
3. Offer job skill assessments and provide guidance for interested parties to receive training relevant to positions.
4. Make an annual donation to local community initiatives in the Town of Montague, in such amounts as determined from time to time, with a target goal of \$15,000 in donations per year.
5. Management and employees will provide no less than 150 hours annually to participate in community meetings, and community service activities, including but not limited to: community educational and skills-based training programs, drug abuse prevention programs, senior assistance, community clean up or veteran’s assistance within the Town of Montague.

Measurement and Accountability

253 will use both qualitative and quantitative measures to determine whether the above-stated goals are achieved. 253 will track the following year over year:

- The number of jobs created by 253 in the adult-use cannabis industry in Franklin and Hampshire counties.
- Number of people attending career fairs held by 253, and the number of those who that have previously been disproportionately harmed by marijuana prohibition and enforcement.
- Number of people with whom 253 conducted formal interviews from the Town of Montague.
- Number of people to whom 253 offered job skill assessments and provide guidance for interested parties to receive training relevant to positions.
- With respect to 253's annual donation, work with members of the community to identify community initiatives that specifically assist those disproportionately harmed by marijuana prohibition and enforcement, in order to allocate dollars the best way possible.

253 Organic, LLC
Positive Impact Plan
(September 2018)

This Positive Impact Plan (“Plan”) by 253 Organic, LLC (“253”) is designed to comply with the requirements of 935 CMR 500.101(1)(a) in order to 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.

This Plan is designed to positively impact the following communities:

- Greenfield, MA, Holyoke, MA and Amherst, MA which have been defined by the Cannabis Control Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact.
- Massachusetts residents who have past drug convictions
- Massachusetts residents with parents or spouses who have drug convictions

Goals

The goal of this Plan is to work towards reducing barriers to entry in the commercial adult-use cannabis industry in Greenfield, MA, Holyoke, MA and Amherst, MA. Specifically, the goal is have 20% of 253’s employees made up of individuals who reside in Greenfield, MA, Holyoke, MA or Amherst, MA.

Programs

In an effort to reach qualified community members for employment opportunities, 253 will conduct the following programs:

1. Conduct career fairs in Greenfield, MA, Holyoke, MA and Amherst, MA.
2. Schedule and conduct formal interviews with individuals from Greenfield, MA, Holyoke, MA and Amherst, MA.
3. Offer job skill assessments and provide guidance for interested parties to receive training relevant to positions.
4. Make an annual donation to local community initiatives in the Town of Montague, in such amounts as determined from time to time, with a target goal of \$15,000 in donations per year.
5. Management and employees will provide no less than 150 hours annually to participate in community meetings, and community service activities, including but not limited to: community educational and skills-based training programs, drug abuse prevention programs, senior assistance, community clean up or veteran’s assistance within the Town of Montague.

Measurement and Accountability

253 will use both qualitative and quantitative measures to determine whether the above-stated goals are achieved. 253 will track the following year over year:

- The number of jobs created by 253 in the adult-use cannabis industry in Greenfield, MA, Holyoke, MA and Amherst, MA.
- Number of people attending career fairs held by 253, and the number of those who that have previously been disproportionately harmed by marijuana prohibition and enforcement.
- Number of people with whom 253 conducted formal interviews from the Town of Montague.
- Number of people to whom 253 offered job skill assessments and provide guidance for interested parties to receive training relevant to positions.
- With respect to 253's annual donation, work with members of the community to identify community initiatives that specifically assist those disproportionately harmed by marijuana prohibition and enforcement, in order to allocate dollars the best way possible.

OPERATING AGREEMENT

of

253 ORGANIC, LLC

A LIMITED LIABILITY COMPANY

ORGANIZED UNDER THE LAWS OF THE

COMMONWEALTH OF MASSACHUSETTS

TABLE OF CONTENTS

Article 1 Formation, Purpose and Definitions	1
1.1. Establishment of Limited Liability Company.....	1
1.2. Name	1
1.3. Principal Office of the Company	1
1.4. Purpose.....	1
1.5. Term.....	2
1.6. Other Activities of Members	2
1.7. Defined Terms	2
Article 2 Contributions And Capital Accounts	2
2.1. Capital Contributions	2
2.2. Maintenance of Capital Accounts	2
2.3. Withdrawal of Capital.....	2
2.4. Additional Capital Contributions.....	2
2.5. Tax Indemnification Obligations	2
2.6. Interest on Capital Contributions.....	3
2.7. Priority and Return of Capital.....	3
2.8. Limitation on Liability of Member	3
2.9. Loans.....	3
2.10. Default in Capital Contribution.....	3
Article 3 Allocation Of Profits And Losses	4
3.1. Profits.....	4
3.2. Special Allocations	4
Article 4 Distributions Of Cash Flow	4
4.1. Net Cash Flow.....	4
4.2. Tax Distributions	5
4.3. Restrictions on Distributions of Net Cash Flow.	5
Article 5 Rights And Duties Of Members	6
5.1. Management.....	6
5.2. Voting Powers of Members	7
5.3. Liability for Certain Acts	8
5.4. Indemnification.	8
Article 6 Transfers Of Membership Interests	8
6.1. General Restriction	8
6.2. Transfer of Membership Interest Without Substitution	9
6.3. Admission of Transferees as New Members	9
6.4. Issuance of New Membership Interests	10
6.5. Conditions on Transfers of Membership or Economic Interest.....	10

6.6.	Recognition of Transferees and Substituted Members	10
6.7.	Obligations of Transferring Member	11
6.8.	Allocations Upon Transfer of Membership or Economic Interest.....	11
Article 7	Dissociation Of A Member	12
7.1.	Dissociation.....	12
7.2.	Rights of Dissociating Member	12
7.3.	Withdrawal of Member.....	12
7.4.	Effect of Dissociation of a Member	13
Article 8	Dissolution And Liquidation Procedures.....	13
8.1.	Events Triggering Dissolution	13
8.2.	Effect of Dissolution	13
8.3.	Liquidation.....	13
8.4.	Revaluation.....	14
8.5.	Distributions in Kind.....	14
8.6.	Timing of Liquidation.....	14
8.7.	Liquidation Statement	15
8.8.	Certificate of Cancellation	15
Article 9	Accounting And Fiscal Matters	15
9.1.	Fiscal Year	15
9.2.	Method of Accounting.....	15
9.3.	Records to be Maintained.....	16
9.4.	Inspection of Books and Records	16
9.5.	Federal Income Tax Returns.....	17
9.6.	Bank Accounts	17
9.7.	Tax Matters Partner.....	17
Article 10	Miscellaneous.....	17
10.1.	Amendment.....	17
10.2.	Glossary	18
10.3.	Notices	22
10.4.	No Third Party Beneficiaries	23
10.5.	Binding Effect.....	23
10.6.	Counterparts.....	23
10.7.	Governing Law.....	23
10.8.	Severability	23
10.9.	Gender.....	23
10.10.	Mutual Waiver of Jury Trial	23

OPERATING AGREEMENT

of

This **OPERATING AGREEMENT**, is entered into and shall be effective as April 9, 2018, by and among the parties whose names are set forth on Exhibit A attached to this Agreement and incorporated by references in this Agreement.

RECITAL

The persons or entities listed on attached **Exhibit A**, as amended from time to time in accordance with this Agreement (the "*Members*") desire to set forth in this agreement (referred to as the "*Operating Agreement*" or the "*Agreement*") the management, operations and other business affairs of the Company. Therefore, the Members, intending legally to be bound, agree as follows:

ARTICLE 1

FORMATION, PURPOSE AND DEFINITIONS

1.1. Establishment of Limited Liability Company. The Members hereby agree to establish a limited liability company pursuant to the provisions of the laws governing limited liability companies in the Commonwealth of Massachusetts (the "*Act*") and upon the terms set forth in this Agreement.

1.2. Name. Pursuant to the terms of this Agreement, the Members intend to carry on the activities of the Company as co-owners under the above name. The Company may conduct its activities under any other permissible name designated by the Members. The Members shall be responsible for complying with any registration requirements in the event an alternate name is used.

1.3. Principal Office of the Company. The principal office of the Company shall be located at such location as the Members, as a matter of discretion, may, from time to time, determine. The registered agent for the service of process and registered office of the Company shall be the person and location set forth in the Formation Document, as filed with the applicable State agency or authority as required under the Act, and the Members may, from time to time, change such agent and office by appropriate filings as required by law.

1.4. Purpose. The Company is organized to engage in any and all business, investment, or other activity permitted under the Act or the laws of any jurisdiction in which the Company may transact its affairs (the "*Purpose*"). The Company shall have the authority to do all things necessary or advisable in order to accomplish such purposes.

1.5. Term. The Willi of this Company shall begin on the date of filing of a Formation Document with the applicable State agency or authority as provided under the Act. The duration of the Company shall be indefinite and shall continue until the Company is dissolved in accordance with the provisions of Article 8 of this Agreement or the Act, which shall constitute the time specified for dissolution of the Company, as contemplated by the Act.

1.6. Other Activities of Members. Any Member may engage in or possess an interest in other business or investment ventures of any nature, whether or not similar to or competitive with the activities of the Company.

1.7. Defined Terms. Capitalized words and phrases used in this Agreement shall have the meanings ascribed to such teens in the Glossary contained in Section 10.2 of this Agreement or as may be defined elsewhere in this Agreement or the attachments to this Agreement.

ARTICLE 2

CONTRIBUTIONS AND CAPITAL ACCOUNTS

2.1. Capital Contributions. The Members confirm that they have made or will make the Capital Contributions required of them as set forth in Exhibit A, attached to this Agreement. The Company may, at its option, issue certificates representing ownership of a Membership Interest in the Company. Such certificates, if any, shall be representative only, and shall not be needed to sell, gift, surrender or otherwise transfer Membership Interests or an interest in the Company held by an Economic Interest Owner.

2.2. Maintenance of Capital Accounts. The Company shall establish and maintain a Capital Account-for each Member.

2.3. Withdrawal of Capital. A Member shall not be entitled to withdraw any part of such Member's Capital Account or to receive any distribution from the Company, except as provided in this Agreement.

2.4. Additional Capital Contributions. No Member shall be required to make any additional capital contribution to the Company or to restore any deficit in such Member's Capital Account, except as provided in this Agreement, and such deficit, if any, shall not be considered a debt owed to the Company or to any other person for any purpose.

2.5. Tax Indemnification Obligations. If the Company is obligated, pursuant to federal, state or local law, to remit payment to a governmental entity in respect of a tax or other fee imposed directly on a Member, or a tax or fee imposed on the Company which is to be credited for tax purposes, by law or regulation, to the taxpayer account of a Member, then such payments shall be deemed, for purposes of this Agreement, to be a distribution to such Member. The Member shall be obligated to make an additional Capital Contribution to the Company in an amount equal to the payments by the Company on such Member's behalf, except to the extent the Company decides to treat such payments as a distribution of Net Cash

Flow. The Capital Contribution to be made, if any, shall be made promptly after payment of such amounts by the Company, provided, however, that the Company reserves the right to require such Capital Contribution to be made in advance of the due date for the payment by the Company, in time sufficient to allow the Company to use such Capital Contribution to satisfy the Company's payment obligation.

2.6. Interest on Capital Contributions. No interest shall be due from the Company on any Capital Contribution of any Member.

2.7. Priority and Return of Capital. Except as may be expressly provided in this Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either for the return of Capital Contributions or for Net Cash Flow, provided that this section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

2.8. Limitation on Liability of Member

(a) Except as otherwise expressly required by applicable law of the State in which the Company is formed and organized, or as otherwise provided under this Agreement, no Member (or holder of economic rights in the Company), Manager, employee or agent of the Company shall be obligated personally for any debt, obligation, or liability of the Company, or for any debt, obligation or liability of another Member, manager, employee or agent of the Company, by reason of being a Member (or holder of economic rights), or by reason of acting in the capacity of a manager, employee or agent of the Company.

(b) A Member shall be personally obligated for any debt or liability that the Member expressly assumes in writing, including, without limitation, the obligation to make a specified Capital Contribution as provided in this Agreement.

2.9. Loans. If any Member makes any loan or loans to the Company, or advances money on its behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the Capital Account of the lending Member or entitle the lending Member to any increase in such Member's share of the distributions of the Company in respect of such lending Member's Membership. Interest. Except as otherwise agreed to in writing by the Member and the Company, or except as otherwise provided in this Agreement, interest shall accrue on any such loan at an annual rate equal to the Prime Rate, as reported from time to time in *The Wall Street Journal* (but not in excess of the maximum rate allowable under applicable usury laws).

2.10. Default in Capital Contribution. If any Member fails to make any Capital Contribution when due, such Member shall be in default, and the Company may exercise all legal rights including, without limitation, the commencement of an action to collect from such defaulting Member by legal process the entire amount of the unpaid Capital Contribution (including those not currently in default), together with all court costs and reasonable attorney fees.

ARTICLE 3

ALLOCATION OF PROFITS AND LOSSES

3.1. Profits. After giving effect to the special allocations set forth in Section 3.2, Profits and Losses for any fiscal year shall be allocated, without priority, to the Member in proportion to their respective Membership Interests, unless the Members have, agreed, in a writing signed by all Members and attached to this Agreement, to a different allocation of Profits and Losses permitted by law and applicable regulation.

3.2. Special Allocations. The following special allocations shall be made in the following order and priority:

(a) **Tax Allocations: Code Section 704(c).** In accordance with Internal Revenue Code (the "Code") Section 704 and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial fair market value as of the date of contribution. Allocations pursuant to this Section 3.2(a) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

(b) **Qualified Income Offset Allocation.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which causes or increases a Member's Capital Account Deficit as of the end of the taxable year to which such allocation, distribution or adjustment relates, then its share of Company income and gain shall be specially allocated (prior to any Other allocation required by Section 3.1, but after the allocations required by the foregoing provisions of this Section 3.2) to such Member in an amount and manner sufficient to eliminate (to the extent required by the Treasury Regulations) the Capital Account Deficit balances, if any, created by such adjustments, allocations, or distributions as quickly as possible; provided that an allocation pursuant to this Section 3.2(b) shall be made only if and to the extent that such Member would have a Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Section 3.2(b) were not in the Agreement.

ARTICLE 4

DISTRIBUTIONS OF CASH FLOW

4.1. Net Cash Flow. Net Cash Flow shall be distributed in the following priority, subject to Section 4.2 and Article 8:

(a) Net Cash Flow shall first be distributed to any Member who has advanced funds to the Company as a Lender, to the extent of and in proportion to such advances still owed, including accrued and unpaid interest thereon, if any, and including, without limitation, amounts not then due and owing unless the Lender owed such amounts not then due agrees to a continued deferral of such amounts; and

(b) Distributions, if any, of additional Net Cash Flow will be made, without priority, to the Members in proportion to their respective Membership Interests, unless the Members have agreed, in a writing signed by all of the Members, to a different division permitted by law and applicable regulation.

4.2. Tax Distributions. Notwithstanding anything to the contrary in this Agreement, each Member shall, to the extent of Net Cash Flow, at all times be entitled to receive cash distributions ("*Tax Distributions*") from the Company in amounts sufficient to enable such Member (and, in the case of Members that are pass-through entities, the beneficial owners of such Member) to discharge any Federal, state and local tax liability (including any estimated tax liability) arising out of the Profits allocated to such Members. The amount of each Tax Distribution shall be determined by the Members, taking into account the maximum combined U.S. federal and a reasonably estimated State tax rate applicable to individuals or corporations (whichever is higher). The amount distributable to each Member pursuant to Section 4.1(b) or Section 8.3(d) shall be reduced by any Tax Distributions made to such Member, and not previously taken into account pursuant to this sentence, and any such Tax Distributions shall also be deemed to have been distributed to the extent of any such reduction pursuant to such clause of Section 4.1 or Section 8.3, as applicable, for purposes of making the calculations required by this Agreement, so that to the extent possible each Member receives in the aggregate pursuant to Section 4.1, Section 8.3 and this Section 4.2 the amount it would have received pursuant to Section 4.1 and Section 8.3 as if this Section 4.2 were not included in this Agreement.

4.3. Restrictions on Distributions of Net Cash Flow.

(a) The Company may be restricted from making distributions under the terms of notes, mortgages, or other types of debt obligations which it may issue or assume in connection with borrowed funds, if any. In addition, distributions are subject to the payment of Company expenses and to the maintenance of sufficient reasonable reserves for such expenses and for alterations, repairs, improvements, maintenance and replacement of Company assets. Distributions may also be restricted or suspended in circumstances when the Members determine, in their absolute discretion, that such action is in the best interest of the Company.

(b) Distributions of Net Cash Flow shall be made in such amounts and at such times as determined in the absolute discretion of the Members, subject to their fiduciary responsibilities to the Members. The Company shall distribute at least annually to the Members so much of its Net Cash Flow as is not, in the opinion of the Members, necessary or advisable for the conduct of the Company's business, after setting aside such amounts as the Members deem necessary to create adequate reserves for future capital or operating needs of the Company.

(c) The Company shall have the right to offset against a distribution to a Member any loan or other indebtedness of such Member in favor of the Company and, to the extent so credited against the obligation, such loan or other indebtedness shall be deemed to be and shall be canceled and discharged. Such right of offset shall be immediately available to the Company regardless of the due date of any such loan or other indebtedness, but shall be applied against the amounts due in inverse order of maturity.

(d) If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants in common in the same proportions as such Members would have been entitled to cash distributions.

(e) No Member shall be entitled to demand and receive property other than cash in return for Capital Contributions to the Company.

(f) The Members irrevocably waive, during the term of the Company and during the period of any liquidation following the dissolution of the Company, any right to maintain any action or claim for partition with respect to any assets of the Company.

ARTICLE 5

RIGHTS AND DUTIES OF MEMBERS

5.1. Management.

(a) The business, investment, or other activities and affairs of the Company shall be managed by its Members. Any difference arising as to any matter within the authority of the Members shall be decided by the Members holding at least a majority of the Membership Interests (unless a higher or lower vote is expressly required in this Agreement or applicable law for a particular action or decision of the Members). Any Member may bind the Company, except that no Member may bind the Company in contravention of a determination by the Members with respect to persons having knowledge of such determination. However, a Manager whose action or failure to act is in contravention of this Agreement or applicable law, shall be liable to the Company and its Members for any such action or omission. Nothing contained in this Agreement shall require any person to inquire into the authority of any of the Members to execute and deliver any document on behalf of the Company or to bind the Company pursuant to such document.

(b) The Members may delegate any or all of the Members' powers and responsibilities to an agent, employee, or officer as set forth in a written appointing resolution of the Members. Such delegees shall retain the powers, authority and title set forth in such appointing resolution until such resolution is amended, modified or revoked by the Members until such person's death, resignation or removal by the Members. All Members, however, remain responsible for decisions made by such delegees. Unless authorized to do so by this Operating Agreement or by the Members of the Company, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

5.2. Voting Powers of Members.

(a) **General Rules.** Actions and decisions requiring the approval of the Members pursuant to any provision of this Agreement may be authorized or made either by vote of the required number of Members taken at a meeting of the Members or by written consent without a meeting. In addition, emergency actions may be taken in accordance with the provisions of Section 5.2(e) of this Agreement. Economic Interest Owners shall not be entitled to receive notices, vote, call meetings, or act as proxies, and their consent shall not be required for any purpose under this Agreement. The Interests in the Company held by Economic Interest Owners shall be excluded for purposes of determining the number of affirmative votes required for decisions or actions to be taken under this Agreement, except where expressly indicated otherwise.

(b) **Meetings.** Any Member may call a meeting to consider approval of an action or decision under any provision of this Agreement by delivering to each other Member notice of the time and purpose of such meeting at least ten (10) calendar days before the day of such meeting. A Member may waive the requirement of notice of a meeting either by attending such meeting or executing a written waiver before or after such meeting. Any such meeting shall be held during the regular business hours at the Company's principal place of business unless all of the Members consent in writing or by their attendance at such meeting to its being held at another location or time.

(c) **Written Consent.** Any Member may propose that the Company authorize an action or decision pursuant to any provision of this Agreement by written consent of Members in lieu of a meeting, provided that such consent is signed by Members who hold, in the aggregate, Membership Interests sufficient to approve or consent to such action pursuant to subsection (a) of this paragraph. A Member's written consent may be evidenced by such person's signature on a counterpart of the proposal or by a separate writing (including a facsimile) that identifies the proposal with reasonable specificity and states that the Member consents to such proposal.

(d) **Vote by Proxy.** A Member may vote (or execute a written consent) by proxy given to any other Member. Any such proxy must be in writing and must identify the specific meeting or matter to which the proxy applies or state that it applies to all matters (subject to specified reservations, if any) coming before the Members for approval under any provision of this Agreement prior to a specified date (which shall not be later than the first anniversary date on which such proxy is given). Any such proxy shall be revocable at any time and shall not be effective at any meeting at which the Member giving such proxy is in attendance.

(e) **Emergency Procedures.** Notwithstanding any provisions of this Section 5.2, in the event that Members who could authorize a Company action or decision at a duly called meeting reasonably determine, in writing, that the Company is facing a significant emergency that requires immediate action, such Members may, without complying with generally applicable procedures or meetings or actions by written consent, authorize any action or decision that they deem reasonably necessary to allow the Company to benefit from a significant opportunity or to protect the Company from significant loss or damage, provided

that they make reasonable efforts under the circumstances to contact and consult all Members concerning such action or decision and the reasons why such action or decision must be made without observing generally applicable procedures.

(f) **Records.** The Company shall maintain permanent records of all actions taken by the Members pursuant to any provision of this Agreement, including minutes of all Company meetings, copies of all actions taken by consent of the Members, and copies of all proxies pursuant to which one Member votes or executes a consent on behalf of another.

5.3. Liability for Certain Acts. To the extent permitted by applicable law of the State in which the Company is formed and organized, no Member of the Company shall be personally liable to the Company or its other Members for damages for breach of any duty owed to the Company or its Members except that a Member shall not be relieved from liability for any breach of duty based on an act or omission in breach of such person's duty of loyalty to the Company or its Members, not in good faith or involving a knowing violation of law or this Agreement, or resulting in receipt by such person of an improper personal benefit. Notwithstanding anything to the contrary in this Agreement, and to the extent permitted by the law of the State in which the Company is formed and organized, no Member shall have any fiduciary duty or obligation to any Economic Interest Owner or other transferee of an interest in the Company or to any other creditor of the Company.

5.4. Indemnification.

(a) Each Member shall indemnify and hold harmless the Company from any loss, damage, claim of liability (including reasonable attorney fees) incurred by reason of sum Member's gross negligence or willful misconduct.

(b) The Members shall be indemnified by the Company, to the fullest extent permitted by the law of the State in which the Company is formed and organized, against any losses, judgments, liabilities and expenses (including reasonable attorney fees) incurred by the Members by reason of any act or omission performed or omitted by the Members in good faith on behalf of the Company in a manner reasonably believed by the Members to be within the scope of the authority granted to the Members by this Agreement, providing that this indemnity shall extend only to Members who were not guilty of gross negligence or willful misconduct. The Company may also indemnify its employees and other agents who are not Members to the fullest extent permitted by the law of the State in which the Company is formed and organized, provided that the indemnification in any given situation is approved by Members owning a majority of the Membership Interests.

ARTICLE 6

TRANSFERS OF MEMBERSHIP INTERESTS

6.1. General Restriction. Neither a Member nor an Economic Interest Owner may transfer, whether voluntarily or involuntarily, any portion of such person's Membership Interest or Economic Interest, except as otherwise expressly provided for in this Agreement. No person or entity holding a direct or indirect ownership interest in a Member may transfer,

whether voluntarily or involuntarily, any portion of such ownership interest, except as otherwise expressly provided for in this Agreement. For purposes of this Agreement, a "transfer" includes, but is not limited to, all forms of direct or indirect transfer or disposition, voluntary or involuntary, by operation of law or otherwise, as well as the direct or indirect creation of any encumbrance on all or any part of a Membership Interest, regardless of whether such transfer is related to the business or activities of the Company or to business or activities of any other business venture or other purpose. An attempt to transfer a Membership Interest other than in compliance with this Agreement shall be void *ab initio*.

6.2. Transfer of Membership Interest. Without Substitution. Subject to compliance with the conditions of Section 6.5, a Member shall have the right to transfer, directly or indirectly, all or part of such Member's Membership Interest by a written instrument of transfer the terms of which are not in contravention of any of the provisions of this Agreement, only if the Members give their prior written consent to such transfer, which consent may be withheld for any reason as a matter of discretion. Unless and until admitted as a substitute or additional Member in accordance with this Agreement, a transferee following a transfer in compliance with this Agreement shall only be an Economic Interest Owner, who shall be entitled to receive distributions from the Company, and be allocated Profits and Losses of the Company, attributable to the Membership Interest acquired by reason of such transfer from and after the effective date of the transfer of the Membership Interest, as specified in Section 6.6. All other Company rights attributable to such transferred Interest, including, without limitation, the right to inspect Company books and to vote on Company matters, shall terminate until and unless such transferee becomes a substituted or additional Member; provided, however, that the Members and the Company shall be entitled to treat the assignor of such Membership Interest as the owner thereof in all respects, and shall incur no liability for distributions made in good faith to such transferor until such time as both the beneficiary of such transfer has been recognized by the Company as a transferee in accordance with Section 6.6 and the effective date of the transfer has passed.

6.3. Admission of Transferees as New Members.

(a) An Economic Interest Owner may become a substituted or additional Member in the Company if, in addition to the requirements of Section 6.5, (i) the Economic Interest Owner obtains the written consent of the Members, which consent may be withheld for any reason or without reason as a matter of absolute discretion; and (ii) the transferor and transferee named in such transfer have executed and acknowledged such other instruments as the Members may deem necessary or desirable to effect such admission.

(b) A transferee accepted as a substitute or additional Member shall have all of the rights and obligations of its predecessor in interest in the Company, to the extent that they relate to the transferred interest. Admission of a substituted or additional Member shall be recognized by the Company as provided in Section 6.6.

(c) If there are no remaining Members in the Company, an Economic Interest Owner may become a substituted Member in the Company if, in addition to the requirements of Section 6.5, a new Member is appointed as provided in Section 8.1(d).

6.4. Issuance of New Membership Interests. Any person acceptable to the Members may become an additional Member in the Company by the issuance of additional Membership Interests in exchange for such consideration as such Members may determine as a matter of absolute discretion. Such person may become an additional Member in the Company only if, in addition to the requirements of Section 6.5, the person executes such instruments as the Members may deem necessary or desirable to effect such admission. Admission of an additional Member shall be recognized by the Company as provided in Section 6.6.

6.5. Conditions on Transfers of Membership or Economic Interest. A transfer of a Membership Interest or Economic Interest, and the admission of additional Members, otherwise permitted by this Article 6 shall be subject to the following additional limitations:

(a) No Membership or Economic Interest may be transferred or issued if such proposed action, in the opinion of counsel for the Company, (i) would result in the termination of the Company under Section 708 of the Code, or (ii) would result in the cancellation of the Formation Document or an obligation to file a Certificate of Cancellation or Articles of Dissolution or similar document of record, or (iii) would impair the ability of the Company to be taxed as a partnership for federal income tax purposes.

(b) No Membership (or Economic Interest) may be issued by the Company or transferred by a Member unless the transferee (whether such person is to be admitted as a Member or will merely be an Economic Interest Owner) confirms in a writing acceptable to the Members and, at the Members' election, necessary or appropriate in the opinion of counsel to the Company, that such transferee has accepted, assumed, and agreed to be bound subject to and bound by all of the terms and conditions of this Agreement. No Membership (or Economic) Interest may be transferred unless the assigning Member or Economic Interest Owner delivers to the Company a written instrument of assignment in form and substance satisfactory to the Company, duly executed by the transferor or such transferor's personal representative or authorized agent. The assignment shall be accompanied by such assurances of genuineness and effectiveness and by such consents or authorizations of governmental or other authorities as may be reasonably required by the Company.

6.6. Recognition of Transferees and Substituted Members.

(a) Amendments to the books and records of the Company and, as may be required by law, amendments to the Formation Document shall be made monthly (or less frequently to the extent that such transfers or substitutions occur less frequently) to recognize the transfer of a Membership Interest and, as applicable, admission of substituted or additional Members. Transfers of Membership Interests and admissions of new Members shall be recognized and effective on and as of the first (1st) day of the first (1st) month following the date of the satisfaction of the conditions to the transfer and substitution set forth in this Article, as applicable.

(b) Upon the authorization and/or issuance of any Membership Interest, or upon a Transfer of such an Interest, in each case in accordance with this Agreement, the Members shall be authorized to and shall amend this Agreement and Exhibit A attached to this Agreement to reflect the rights and interests of the Membership Interest Transferred or

authorized and/or issued and the Capital Contributions associated therewith, the admission of additional Members, and the increase in the Capital Contributions and/or Membership Interests of existing Members, in connection with such issuance, in each case without the approval or consent of any Member or other person. A copy of the amended Exhibit A shall be sent to all Members.

(c) Upon the amendment of Exhibit A, the Schedule of Members, by the Members pursuant to Section 6.6(b) and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Membership Interest, such person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Membership Interest.

6.7. Obligations of Transferring Member. Except as otherwise agreed to by the Members and any lender to the Company that is the beneficiary of a personal guarantee (if any) of a transferring Member, no transfer by a Member of all or any portion of an interest in the Company shall, to any extent, relieve the transferring Member of any of such Member's obligations to the Company or liability, if any, as a Member (whether or not such person remains as a Member).

6.8. Allocations Upon Transfer of Membership or Economic Interest.

(a) As between a Member and such Member's transferee, profits, losses and credits for any semi-monthly period shall be apportioned to the person who is the holder of the Membership Interest transferred on the last day of such semi-monthly period, without regard to the results of the Company's operations during the period before or after such transfer. However, in the event that it is determined by the Members that the convention adopted by the Company to allocate income, gain, loss, deduction or credit of the Company is not in compliance with Section 706(d) of the Code, as modified by Treasury Regulations promulgated thereunder, then the Members shall revise the method of allocation to comply with such Treasury Regulations.

(b) No new Members or Economic Interest Owners shall be entitled to any retroactive allocation of Profits or Losses incurred by the Company. The Company may, at its option, at the time a Member is admitted, or an Interest transferred, close the Company's books or make an allocation of tax items using any reasonable method permitted under Section 706(d) of the Code and applicable Treasury Regulations.

(c) Any distributions of cash or other property shall be made to the holder of record of any portion of a Membership Interest or Economic Interest on the date of distribution.

ARTICLE 7

DISSOCIATION OF A MEMBER

7.1. Dissociation. A person shall cease to be a Member ("*dissociation*") upon the happening of any of the following events:

- (a) the bankruptcy of a Member;
- (b) the assignment or transfer by a Member of such person's entire Membership Interest in accordance with the terms of this Agreement;
- (c) in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- (d) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust the termination of the trust (but not merely the substitution of a new trustee);
- (e) in the case of a Member that is a separate organization other than a corporation, the dissolution and commencement of winding up of the separate organization; or
- (f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter.

7.2. Rights of Dissociating Member. In the event any Member dissociates prior to the expiration of the term of the Company, then the Member who dissociates, or such Member's successor in interest, shall, regardless of whether the dissociation was the result of a voluntary act by such Member, be entitled to receive only the distributions to which the Member would otherwise have been entitled had the Member remained a Member, and the dissociating Member shall thereafter be an Economic Interest Owner. Dissociation shall not release any of the parties to this Agreement from their contractual obligations under this Agreement, including, for example, any continuing, unsatisfied obligation to make a cash or non-cash Capital Contribution. Further, if the dissociation occurs by virtue of an assignment of such person's entire Membership Interest in accordance with this Agreement, then the rights and obligations of the dissociating Member (and such Member's successor) shall be subject to the provisions of Article 6.

7.3. Withdrawal of Member. Except as otherwise expressly provided in this Agreement, no Member shall be entitled to withdraw or resign from the Company. No Member shall have any right to have its interest in the Company appraised and paid out under any circumstances, and each Member hereby waives any rights under any section of the Act to such rights of withdrawal or appraisal.

7.4. Effect of Dissociation of a Member. Notwithstanding anything to the contrary in this Agreement, the Act or otherwise applicable state law, the dissociation of a Member shall not cause the dissolution, termination or liquidation of the Company.

ARTICLE 8

DISSOLUTION AND LIQUIDATION PROCEDURES

8.1. Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("*Liquidating Events*"):

- (a) the determination by the Members that the Company should be dissolved;
- (b) the insolvency or bankruptcy of the Company;
- (c) the sale of all or substantially all of the Company's assets; or
- (d) ninety (90) days after the date of any act that causes the Company to have less than the minimum number of Members under the Act, provided that any such event shall not be a Liquidating Event if one or more new Members (sufficient to satisfy the requirement of the Act regarding the minimum number of members) are appointed, in writing, by the successor in interest to the last remaining Member of the Company within ninety (90) days of such Member's dissociation, and if there is more than one successor in interest to the last remaining Member, or if two or more Members dissociate at the same time, then appointment of a new Member shall be made by the affirmative decision of persons holding a majority of such successor interests in the Company; or
- (e) any event that makes it impossible, unlawful or impractical to carry on the business of the Company.

The Members agree that the Company shall not be dissolved or liquidated prior to the occurrence of a Liquidating Event, as set forth in this Article 8. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then within a ninety-day period after such determination, the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on identical terms. Upon such election within such ninety-day period, all Members and Economic Interest Owners (and their successors in interest) shall be bound thereby and shall be deemed to have consented to such election.

8.2. Effect of Dissolution. No dissolution of the Company shall release any of the parties to this Agreement from their contractual obligations under this Agreement, including, for example, any continuing, unsatisfied obligation to make a cash or non-cash Capital Contribution.

8.3. Liquidation. Upon dissolution of the Company in accordance with Section 8.1, the Company shall be liquidated. The Members shall select a Liquidating Manager (who may be any Member or Manager) who shall serve only for purposes of winding up the Company. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) to the payment of the debts and liabilities of the Company (other than debts or liabilities owing to a Member or Economic Interest Owner) and the expenses of liquidation (including, if applicable, the reasonable fees of the Liquidating Manager);

(b) the setting up of any reserves which the Liquidating Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to an attorney at law retained by the Liquidating Manager, as escrow-holder, to be held for the purpose of disbursing (under the direction of the Liquidating Manager) such reserves in payment of any of the aforementioned liabilities and, at the expiration of such period (not to exceed two (2) years) as the Liquidating Manager may deem advisable, for distribution in the manner hereinafter provided;

(c) to the repayment of any outstanding advances or loans that may have been made by any of the Members or Economic Interest Owners to the Company, other than capital contributions, pro rata among them on the basis of such advances and loans to the Company; and

(d) the balance, if any, to the Members or Economic Interest Owners (or to their permitted transferees of their Interest in the Company, in whole or in part) in accordance with their respective Capital Accounts, After adjustment for all income, loss, and gain of the Company and after adjustment for all previous contributions and distributions of the Company, subject to the directions on the allocation of assets distributed in liquidation contained in Section 8.5.

8.4. Revaluation. If the Company's assets are not sold, but instead are distributed in kind, such assets, for purposes of determining the amount to be distributed to the parties, shall be revalued on the Company books to reflect their then-current fair market value as of a date reasonably close to the date of liquidation. Any unrealized appreciation or depreciation shall be allocated among the Members (in accordance with the provisions of Article 3 as if such assets were sold at such fair market value) and taken into account in determining the Capital Accounts of the Members as of the date of liquidation.

8.5. Distributions in Kind. The Liquidating Manager may make distributions to the Members in cash or in kind, or partly in cash and partly in kind, in divided or undivided interests, and to allocate any property towards the satisfaction of any payment or distribution due to the Members in such manner as the Liquidating Manager may determine, whether or not such distributive shares may as a result be composed of differently. Distribution of any asset in kind to a Member shall be considered as a distribution of an amount equal to the asset's fair market value for purposes of this Article 8.

8.6. Timing of Liquidation. Distributions and liquidation of the Company shall be made in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b). Distributions

may be made to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members and Economic Interest Owners from time to time in the reasonable discretion of the Liquidating Manager, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to such persons pursuant to this Agreement.

8.7. Liquidation Statement. The Company will cause the Company's independent certified public accountant regularly retained by the Company to prepare a certified liquidation statement of the Company. Each Member agrees to prepare its financial statements and to prepare and file all tax returns required to be filed by it in accordance with that liquidation statement, which will contain:

- (a) a summarized statement of receipts and disbursements (including expenses of dissolution);
- (b) a determination of the Capital Account of each Member;
- (c) a statement of the liabilities of the Company owing to each Member, or owing to the Company by each Member;
- (d) an allocation among the Members of all gains or losses realized on the liquidation of the assets of the Company; and
- (e) an allocation of any tax attributes among the Members.

8.8. Certificate of Cancellation. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, no Member shall have any further rights, claims or obligations arising out of this Agreement except as expressly set forth in this Agreement, and no Member shall have any further rights, claims or obligations relating to the Property arising out of or with respect to this Agreement. The Liquidating Manager shall (or if the Liquidating Manager fails to act, then any Member may) prepare and file a Certificate of Cancellation or Articles of Dissolution or similar document; to be placed of record with the applicable State agency or authority, as required by the Act. When such certificate is filed, the Company's existence shall cease.

ACCOUNTING AND FISCAL MATTERS

9.1. Fiscal Year. The fiscal year of the Company shall be the calendar year.

9.2. Method of Accounting. The Company shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied to all such transactions and consistently applied as amongst all of the Members.

9.3. Records to be Maintained. The Company shall maintain, or cause to be maintained, the following additional records:

(a) a current alphabetical list of the full name and last known mailing address of each Member and Economic Interest Owner, together with the date on which each became a Member, information relating to each Member's Capital Contributions and Membership Interest, and the amount of Capital Contribution, if any, a Member has agreed to make in the future;

(b) a current alphabetical list of the full name and last known mailing address of each Manager of the Company;

(c) a copy of the Formation Document, the operating agreement governing the Company's affairs, and all amendments to such documents, together with signed copies of any powers of attorney pursuant to which the such documents or any such amendments were signed; and

(d) a copy of the Company's federal, state and local income or information tax returns and reports for the three most recent fiscal years.

9.4. Inspection of Books and Records.

(a) Each Member shall have the right, subject to the conditions and limits set forth in subsection (b) below, to inspect and copy the following items:

(i) Each of the items described in Section 9.3 above;

(ii) True and full information regarding the status of the business and financial condition of the Company; and

(iii) Any other information regarding the affairs of the Company as is just and reasonable.

(b) Any inspection or copies of Company records under this Section 9.4 shall be subject to the following conditions:

(i) The inspection and copying must be for a purpose reasonably related to the Member's interest as a Member of the Company.

(ii) The demand for the inspection and copying must be reasonable and must be made in writing and must state the purpose of the demand.

(iii) The inspection and copying may be done only during regular business hours and shall be at the requesting Member's own expense.

(iv) The inspection and copying will be afforded only after a reasonable period of time for the Members to make available the information requested.

(v) The Company shall have the right to keep confidential, for such time period as the Company deems reasonable, any information that the Company reasonably deems to be in the nature of trade secrets or proprietary information, the disclosure of which the Company in good faith believes is not in the best interest of the Company or could damage the Company or its business, or which the Company is required by law or by agreement with a third party to keep confidential.

(vi) The inspection and copying shall be subject to such additional standards or procedures as may be reasonably established by the Members.

9.5. Federal Income Tax Returns. The Members shall prepare, or cause to be prepared, federal income tax returns for the Company, and, in connection therewith and in the discretion of the Members, make any available or necessary elections, including elections with respect to the useful lives and rates of depreciation of the properties of the Company. By the first of April of each calendar year of the Company, the Members shall cause to be delivered to all of the Members such information as shall be necessary for the preparation by the Members of their Federal, state and local income and other tax returns for the preceding calendar year.

9.6. Bank Accounts. All property in the form of cash not otherwise invested shall be deposited for the benefit of the Company in one or more accounts in the name of the Company, maintained in such financial institutions as the Members shall determine. Withdrawals or payments shall be made only in the regular course of Company business on such signature or signatures as the Members may determine from time to time.

9.7. Tax Matters Partner. The Members may designate one of their number to act as the "*Tax Matters Partner*" under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, or as the "*Partnership Representative*" under Section 1101 of the Bipartisan Budget Act of 2015, to manage administrative tax proceedings with the Internal Revenue Service.

ARTICLE 10

MISCELLANEOUS

10.1. Amendment. Except as otherwise provided in this Section 10.1 or elsewhere in this Agreement, this Agreement may be amended only with the consent of the Members.

(a) **Amendments Without Consent of Members.** In addition to any amendments otherwise authorized in this Agreement, amendments may be made to this Agreement from time to time by the Members that (i) do not adversely affect the rights of the Members or their assignees in any material respect; (ii) correct any error or resolve any ambiguity in or inconsistency among any of the provisions of this Agreement; (iii) delete or add any provision of this Agreement that is required to be so deleted or added by any federal or state securities commission or other governmental authority; (iv) amend this Agreement and any Formation Document to admit new Members in accordance with this Agreement; or (v) is

in response to a change in the Act that permits or requires an amendment so long as no Member is adversely affected in any material respect.

(b) Amendments Requiring Consent of Affected Members.

Notwithstanding anything to the contrary in this Section 10.1, this Agreement may not be amended, without the consent of a Member adversely affected by any amendment to this Agreement, to (i) modify the limited liability of a Member; (ii) alter the status of the Company as a partnership for federal income tax purposes; or (iii) otherwise modify the compensation, distributions, or rights of reimbursement to which such Member(s) are entitled with respect to such Member's Membership Interest, or affect the indemnification to which such Members, and their affiliates, employees or agents, are entitled.

10.2. Glossary. As used in this Agreement, capitalized words and phrases shall have the following meanings:

(a) Affiliates. "*Affiliates*" shall mean with respect to a Member or Manager, any other individual or entity controlling, controlled by or under common control with such specified Member or Manager, as the case may be. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or a general partnership interest or limited liability company interest, by contract or otherwise.

(b) Bankruptcy. "*Bankruptcy*" of any individual, corporation or partnership shall be deemed to occur when (1) such individual, corporation or partnership files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or (2) is the subject of a petition or answer proposing the adjudication of such person as a bankrupt, and such individual, corporation or partnership either consents to the filing thereof, or fails to cause such petition or answer to be discharged or denied prior to the expiration of sixty (60) days from the date of such filing, or (3) such person's or entity's assets are insufficient to pay its liabilities, or it has so admitted in writing.

(c) Capital Account. "*Capital Account*" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 3.2 (other than Section 3.2(a)) of this Agreement, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash (exclusive of amounts, if any, paid as compensation in exchange for personal services of a Member) and the fair market value of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses that are

pecially allocated pursuant to Section 3.2 (other than Section 3.2(a)), such Member's distributive share of noncapital, nondeductible expenditures of the Company under Code Section 705(a)(2)(B) (including items treated as such expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i)), and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(iii) In the event any Member transfers all or any portion of its Membership Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(iv) In the event the book values of Company property are adjusted in accordance with the Treasury Regulations, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.

(v) In determining the amount of any liability for purposes of this Section 10.2(c), there shall be taken into account Code Section 752(c) and other applicable Code Sections and Treasury Regulations.

(vi) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with the Treasury Regulations. In the event the Company determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members), are computed in order to comply with such Treasury Regulations, the Company may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article 8 of this Agreement upon the dissolution of the Company. The Company also shall (1) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (2) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(d) **Capital Account Deficit.** "*Capital Account Deficit*" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year of the Company, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of any promissory note of such Member or otherwise) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) or would be deemed obligated

to restore if Member Nonrecourse Deductions were treated as Company Nonrecourse Deductions; and

(ii) Debit to such Member's Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations.

The foregoing definition of Capital Account Deficit is intended to comply with Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) **Capital Contribution.** "*Capital Contribution*" means, with respect to any Member, the amount of money and the initial fair market value of any property (other than money) contributed to the Company with respect to a Membership Interest held by such Member. The principal amount of a promissory note which is not readily tradable on an established securities market and which is contributed to the Company by the maker of the note (or a person related to the maker of the note within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent that) principal payments are made on the note, all in accordance with Treasury Regulation Section 1.704-1(b)(2) (iv)(d)(²)•

(f) **Code.** "*Code*" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(g) **Company.** "*Company*" means the limited liability company governed by this Agreement.

(h) **Depreciation.** "*Depreciation*" means; for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable, if any, with respect to a Company asset for such year or other period, except that if the fair market value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning fair market value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

(i) **Economic Interest.** "*Economic Interest*" means a Member's or Economic Interest Owner's share of the Company's Profits, Losses, Net Cash Flow, and other distributions of the Company's assets pursuant to this Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, without limitation, the right to vote on, consent to, or otherwise participate in any decision of the Members, all as provided in Section 5.2.

(j) **Economic Interest Owner.** "*Economic Interest Owner*" shall mean the owner of an Economic Interest who is not a Member, including, without limitation, a person who has acquired an Economic Interest (i) as an assignee pursuant to Section 6.2, or (ii) as the personal representative, guardian or other successor in interest upon the death (in the case of a Member who is an individual), dissolution (in the case of a Member who is not an individual), bankruptcy or physical Or mental incapacity of a Member pursuant to Article 7.

(k) **Formation Document.** "*Formation Document*" means the document initially filed of record with the applicable State agency or authority to establish the Company under the Act, including, without limitation, a Certificate of Formation or Articles of Organization, as the case may be.

(l) **Lender.** "*Lender*" means any Member who advances (other than as a Capital Contribution) any money or property to the Company.

(m) **Members.** "*Members*" means the persons listed on attached Exhibit A and any person admitted to the Company as a Member in accordance with Article 6. The Members shall have the powers, rights and privileges provided to them in this Agreement.

(n) **Membership Interest.** "*Membership Interest*" means a Member's Economic Interest in the Company and such Member's right to participate in the management of the business and affairs of the Company, including, without limitation, the right to vote on, consent to, or otherwise participate in any decision or action of the Members pursuant to this Agreement or the Act. Unless otherwise agreed to in a writing signed by all of the Members and attached to this Agreement, the Members' respective percentage Membership Interests shall be as set forth on Exhibit A attached to and incorporated by reference into this Agreement.

(o) **Net Cash Flow.** "*Net Cash Flow*" means the gross cash proceeds from Company operations (including sales and dispositions whether or not in the ordinary course of business and including the proceeds of all financings) less the portion of such proceeds used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Members. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to Section 4.3. Payments of principal and interest on any debts or other obligations of the Company, whether or not secured by mortgages or liens on Company property, shall be considered as a deduction from Net Cash Flow. Actual or deemed distributions to Members (other than payments then due and owing to a Member as a Lender) shall not be taken into account for purposes of calculating Net Cash Flow. Net Cash Flow shall also include the net proceeds received by the Company on the sale of any Membership Interest.

(p) **Person.** "*Person*," whether or not capitalized in this Agreement, shall mean any natural person, corporation, limited liability company, association, partnership, trust or other entity.

(q) **Profit and Losses.** "*Profits*" and "*Losses*" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period,

which shall be calculated after offset of all deductions of the Company including, but not limited to, compensation or guaranteed payments made to the Members in respect of personal services provided by them to or for the benefit of the Company as agreed upon by the Members, and determined in accordance with Code Section 703(a) (and for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss and including deductions attributable to nonrecourse debt), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Subsection shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2) (B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise required to be taken into account in computing Profits or Losses pursuant to this Subsection, shall be subtracted from such taxable income or loss;

(iii) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to its fair market value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from its fair market value;

(iv) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 10.2(h) of this Agreement;

(v) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required under Treasury Regulation 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(r) **Treasury Regulations.** "*Treasury Regulations*" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.3. Notices. Unless otherwise provided in this Agreement or by written agreement of the Members, all notices or other communications required or permitted to be given under this Agreement shall be deemed given when delivered personally or mailed by registered or certified mail, return receipt required, postage prepaid, or delivered by overnight courier service, to the Members at their addresses on the records of the Company, or at such other

addresses as a Member may designate to the Company in writing. Notices to any entity that is a Member shall be delivered to the chief executive officer or senior manager of such entity.

10.4. No Third Party Beneficiaries. This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, or creditor of any Member, or for the benefit of any other person not a signatory to this Agreement. Except and only to the extent required by applicable law, no creditor or any third party shall have any rights under this Agreement or any agreement among the Company and its Members with respect to any Capital Contribution or otherwise.

10.5. Binding Effect. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10.7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Company is formed and organized.

10.8. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9. Gender. As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa.

10.10. MUTUAL WAIVER OF JURY TRIAL. Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the company) hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

Member

Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this _____ day of _____ 20____ hereby consents to, authorizes, approves and agrees to be bound by the Operating Agreement of this limited liability company dated as of _____ 20____.

Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this _____ day of _____ 20____ hereby accepts appointment as a Manager of the Company and agrees to be bound by the Operating Agreement of this limited liability company dated as of _____ 20____.

Manager

Print name

TABLE OF EXHIBITS

Exhibit A Schedule of Members

Seth Rutherford P.O. Box 2773 Nantucket, MA 02584	33%
---	-----

Christopher Gallant P.O. Box 3169 Nantucket, MA 02584	33%
---	-----

Marcia Wagner White The Wagner Law Group 99 Summer St., 13 th Floor Boston, MA 02110	17%
--	-----

Alan L. Shorr The Wagner Law Group 99 Summer Street, 13 th Floor Boston, MA 02110	17%
---	-----

EXHIBIT A

SCHEDULE OF MEMBERS

Member (name and address)	Capital Contributions (cash of fair market value of Property contributed)	Membership Interest (in percentages)
Seth Rutherford P.O. Box 2773 Nantucket, MA 02584	\$50,000	33%
Christopher Gallant P.O. Box 3169 Nantucket, MA 02584	\$50,000	33%
Marcia Wagner White The Wagner Law Group 99 Summer St., 13 th Floor Boston, MA 02110	\$50,000	17%
Alan L. Shorr The Wagner Law Group 99 Summer Street, 13 th Floor Boston, MA 02110	\$50,000	17%

{13426/A0326066.1}

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

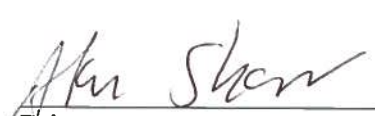
Member

Print name

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.



Member

Print name

10.4. **No Third Party Beneficiaries.** This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, or creditor of any Member, or for the benefit of any other person not a signatory to this Agreement. Except and only to the extent required by applicable law, no creditor or any third party shall have any rights under this Agreement or any agreement among the Company and its Members with respect to any Capital Contribution or otherwise.

10.5. **Binding Effect.** Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10.6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10.7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Company is formed and organized.

10.8. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9. **Gender.** As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa.

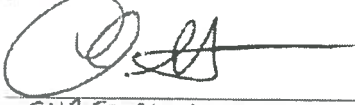
10.10. **MUTUAL WAIVER OF JURY TRIAL.** Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the company) hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

28

CERTIFICATE

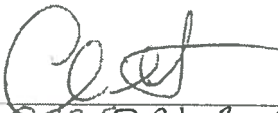
The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

Member


CHRISTOPHER GALLANT
Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this 10 day of APRIL 2018 hereby consents to, authorizes, approves and agrees to be bound by the Operating Agreement of this limited liability company dated as of APRIL 10, 2018.


CHRISTOPHER GALLANT
 Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this 10 day of APRIL 2018 hereby accepts appointment as a Manager of the Company and agrees to be bound by the Operating Agreement of this limited liability company dated as of APRIL 10, 2018.

Manager

 Print name
CHRISTOPHER GALLANT

TABLE OF EXHIBITS

Exhibit A Schedule of Members

Seth Rutherford 33%
 P.O. Box 2773
 Nantucket, MA 02584

Christopher Gallant 33%
 P.O. Box 3169
 Nantucket, MA 02584

Marcia Wagner White 17%

10.4. **No Third Party Beneficiaries.** This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, or creditor of any Member, or for the benefit of any other person not a signatory to this Agreement. Except and only to the extent required by applicable law, no creditor or any third party shall have any rights under this Agreement or any agreement among the Company and its Members with respect to any Capital Contribution or otherwise.

10.5. **Binding Effect.** Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10.6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10.7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Company is formed and organized.

10.8. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9. **Gender.** As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa.


10.10. **MUTUAL WAIVER OF JURY TRIAL.** Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the company) hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

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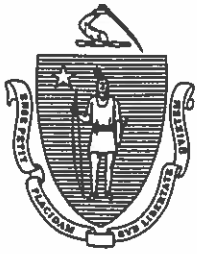
CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

Member



Seth Rustenhorst
Print name



William Francis Galvin
Secretary of the
Commonwealth

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

March 19, 2018

TO WHOM IT MAY CONCERN:

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

253 ORGANIC, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 15, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARCIA WAGNER WHITE, SETH RUTHERFORD, CHRISTOPHER GALLANT**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARCIA WAGNER WHITE, SETH RUTHERFORD, CHRISTOPHER GALLANT**



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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1477652608
Notice Date: March 27, 2018
Case ID: 0-000-258-788



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000005

253 ORGANIC, LLC
235 MILLERS FALLS RD
TURNERS FALLS MA 01376-1604

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 253 ORGANIC, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate of Organization (General Laws Chapter 156C, Section 12)

Federal Identification No.: 82-4664662

- (1) The exact name of the limited liability company:

253 Organic, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

253 Millers Falls Road
Turners Falls, MA 01376

- (3) The general character of the business:

To engage in the general business of agriculture and to carry on any other business or activity that may lawfully be carried out by a corporation organized under Chapter 156C, of the General Laws of the Commonwealth of Massachusetts whether or not related to those referred to in the foregoing purposes.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Marcia Wagner White

The Wagner Law Group
99 Summer Street, 13th Floor
Boston, MA 02110

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

SECRETARY OF THE
COMMONWEALTH
2018 MAR 15 AM 10:19
CORPORATIONS DIVISION

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

NAME

ADDRESS

Marcia Wagner White

The Wagner Law Group
99 Summer Street, 13 Floor
Boston, MA 02110

Seth Rutherford

P.O. Box 2773
Nantucket, MA 02584

Christopher Gallant

P.O. Box 3169
Nantucket, MA 02584

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Marcia Wagner White

The Wagner Law Group
99 Summer Street, 13 Floor
Boston, MA 02110

Seth Rutherford

P.O. Box 2773
Nantucket, MA 02584

Christopher Gallant

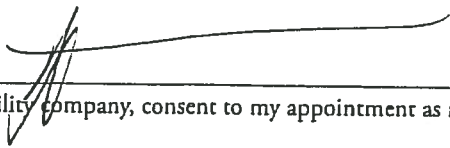
P.O. Box 3169
Nantucket, MA 02584

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:



I _____,
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$_____ having been paid, said application is deemed to have been filed with me this

_____ day of _____, 20____, at _____ a.m./p.m.
time

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Marcia Wagner White

The Wagner Law Group

99 Summer Street, 13th Floor, Boston, MA 02110

Telephone: 617-357-5200

Email: marcia@wagnerlawgroup.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

OPERATING AGREEMENT

of

253 ORGANIC, LLC

A LIMITED LIABILITY COMPANY

ORGANIZED UNDER THE LAWS OF THE
COMMONWEALTH OF MASSACHUSETTS

TABLE OF CONTENTS

Article 1 Formation, Purpose and Definitions	1
1.1. Establishment of Limited Liability Company.....	1
1.2. Name	1
1.3. Principal Office of the Company	1
1.4. Purpose.....	1
1.5. Term.....	2
1.6. Other Activities of Members	2
1.7. Defined Terms	2
Article 2 Contributions And Capital Accounts	2
2.1. Capital Contributions	2
2.2. Maintenance of Capital Accounts	2
2.3. Withdrawal of Capital.....	2
2.4. Additional Capital Contributions.....	2
2.5. Tax Indemnification Obligations	2
2.6. Interest on Capital Contributions.....	3
2.7. Priority and Return of Capital.....	3
2.8. Limitation on Liability of Member	3
2.9. Loans.....	3
2.10. Default in Capital Contribution.....	3
Article 3 Allocation Of Profits And Losses	4
3.1. Profits.....	4
3.2. Special Allocations	4
Article 4 Distributions Of Cash Flow	4
4.1. Net Cash Flow.....	4
4.2. Tax Distributions	5
4.3. Restrictions on Distributions of Net Cash Flow.	5
Article 5 Rights And Duties Of Members	6
5.1. Management.....	6
5.2. Voting Powers of Members	7
5.3. Liability for Certain Acts	8
5.4. Indemnification.	8
Article 6 Transfers Of Membership Interests	8
6.1. General Restriction	8
6.2. Transfer of Membership Interest Without Substitution	9
6.3. Admission of Transferees as New Members	9
6.4. Issuance of New Membership Interests	10
6.5. Conditions on Transfers of Membership or Economic Interest.....	10

6.6.	Recognition of Transferees and Substituted Members	10
6.7.	Obligations of Transferring Member	11
6.8.	Allocations Upon Transfer of Membership or Economic Interest.....	11
Article 7	Dissociation Of A Member	12
7.1.	Dissociation.....	12
7.2.	Rights of Dissociating Member	12
7.3.	Withdrawal of Member.....	12
7.4.	Effect of Dissociation of a Member	13
Article 8	Dissolution And Liquidation Procedures.....	13
8.1.	Events Triggering Dissolution	13
8.2.	Effect of Dissolution	13
8.3.	Liquidation.....	13
8.4.	Revaluation.....	14
8.5.	Distributions in Kind.....	14
8.6.	Timing of Liquidation.....	14
8.7.	Liquidation Statement	15
8.8.	Certificate of Cancellation	15
Article 9	Accounting And Fiscal Matters	15
9.1.	Fiscal Year	15
9.2.	Method of Accounting.....	15
9.3.	Records to be Maintained.....	16
9.4.	Inspection of Books and Records	16
9.5.	Federal Income Tax Returns.....	17
9.6.	Bank Accounts	17
9.7.	Tax Matters Partner.....	17
Article 10	Miscellaneous.....	17
10.1.	Amendment.....	17
10.2.	Glossary	18
10.3.	Notices	22
10.4.	No Third Party Beneficiaries	23
10.5.	Binding Effect.....	23
10.6.	Counterparts.....	23
10.7.	Governing Law.....	23
10.8.	Severability	23
10.9.	Gender.....	23
10.10.	Mutual Waiver of Jury Trial	23

OPERATING AGREEMENT

of

This **OPERATING AGREEMENT**, is entered into and shall be effective as April 9, 2018, by and among the parties whose names are set forth on Exhibit A attached to this Agreement and incorporated by references in this Agreement.

RECITAL

The persons or entities listed on attached **Exhibit A**, as amended from time to time in accordance with this Agreement (the "*Members*") desire to set forth in this agreement (referred to as the "*Operating Agreement*" or the "*Agreement*") the management, operations and other business affairs of the Company. Therefore, the Members, intending legally to be bound, agree as follows:

ARTICLE 1

FORMATION, PURPOSE AND DEFINITIONS

1.1. Establishment of Limited Liability Company. The Members hereby agree to establish a limited liability company pursuant to the provisions of the laws governing limited liability companies in the Commonwealth of Massachusetts (the "*Act*") and upon the terms set forth in this Agreement.

1.2. Name. Pursuant to the terms of this Agreement, the Members intend to carry on the activities of the Company as co-owners under the above name. The Company may conduct its activities under any other permissible name designated by the Members. The Members shall be responsible for complying with any registration requirements in the event an alternate name is used.

1.3. Principal Office of the Company. The principal office of the Company shall be located at such location as the Members, as a matter of discretion, may, from time to time, determine. The registered agent for the service of process and registered office of the Company shall be the person and location set forth in the Formation Document, as filed with the applicable State agency or authority as required under the Act, and the Members may, from time to time, change such agent and office by appropriate filings as required by law.

1.4. Purpose. The Company is organized to engage in any and all business, investment, or other activity permitted under the Act or the laws of any jurisdiction in which the Company may transact its affairs (the "*Purpose*"). The Company shall have the authority to do all things necessary or advisable in order to accomplish such purposes.

1.5. Term. The Willi of this Company shall begin on the date of filing of a Formation Document with the applicable State agency or authority as provided under the Act. The duration of the Company shall be indefinite and shall continue until the Company is dissolved in accordance with the provisions of Article 8 of this Agreement or the Act, which shall constitute the time specified for dissolution of the Company, as contemplated by the Act.

1.6. Other Activities of Members. Any Member may engage in or possess an interest in other business or investment ventures of any nature, whether or not similar to or competitive with the activities of the Company.

1.7. Defined Terms. Capitalized words and phrases used in this Agreement shall have the meanings ascribed to such teens in the Glossary contained in Section 10.2 of this Agreement or as may be defined elsewhere in this Agreement or the attachments to this Agreement.

ARTICLE 2

CONTRIBUTIONS AND CAPITAL ACCOUNTS

2.1. Capital Contributions. The Members confirm that they have made or will make the Capital Contributions required of them as set forth in Exhibit A, attached to this Agreement. The Company may, at its option, issue certificates representing ownership of a Membership Interest in the Company. Such certificates, if any, shall be representative only, and shall not be needed to sell, gift, surrender or otherwise transfer Membership Interests or an interest in the Company held by an Economic Interest Owner.

2.2. Maintenance of Capital Accounts. The Company shall establish and maintain a Capital Account-for each Member.

2.3. Withdrawal of Capital. A Member shall not be entitled to withdraw any part of such Member's Capital Account or to receive any distribution from the Company, except as provided in this Agreement.

2.4. Additional Capital Contributions. No Member shall be required to make any additional capital contribution to the Company or to restore any deficit in such Member's Capital Account, except as provided in this Agreement, and such deficit, if any, shall not be considered a debt owed to the Company or to any other person for any purpose.

2.5. Tax Indemnification Obligations. If the Company is obligated, pursuant to federal, state or local law, to remit payment to a governmental entity in respect of a tax or other fee imposed directly on a Member, or a tax or fee imposed on the Company which is to be credited for tax purposes, by law or regulation, to the taxpayer account of a Member, then such payments shall be deemed, for purposes of this Agreement, to be a distribution to such Member. The Member shall be obligated to make an additional Capital Contribution to the Company in an amount equal to the payments by the Company on such Member's behalf, except to the extent the Company decides to treat such payments as a distribution of Net Cash

Flow. The Capital Contribution to be made, if any, shall be made promptly after payment of such amounts by the Company, provided, however, that the Company reserves the right to require such Capital Contribution to be made in advance of the due date for the payment by the Company, in time sufficient to allow the Company to use such Capital Contribution to satisfy the Company's payment obligation.

2.6. Interest on Capital Contributions. No interest shall be due from the Company on any Capital Contribution of any Member.

2.7. Priority and Return of Capital. Except as may be expressly provided in this Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either for the return of Capital Contributions or for Net Cash Flow, provided that this section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

2.8. Limitation on Liability of Member

(a) Except as otherwise expressly required by applicable law of the State in which the Company is formed and organized, or as otherwise provided under this Agreement, no Member (or holder of economic rights in the Company), Manager, employee or agent of the Company shall be obligated personally for any debt, obligation, or liability of the Company, or for any debt, obligation or liability of another Member, manager, employee or agent of the Company, by reason of being a Member (or holder of economic rights), or by reason of acting in the capacity of a manager, employee or agent of the Company.

(b) A Member shall be personally obligated for any debt or liability that the Member expressly assumes in writing, including, without limitation, the obligation to make a specified Capital Contribution as provided in this Agreement.

2.9. Loans. If any Member makes any loan or loans to the Company, or advances money on its behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the Capital Account of the lending Member or entitle the lending Member to any increase in such Member's share of the distributions of the Company in respect of such lending Member's Membership. Interest. Except as otherwise agreed to in writing by the Member and the Company, or except as otherwise provided in this Agreement, interest shall accrue on any such loan at an annual rate equal to the Prime Rate, as reported from time to time in *The Wall Street Journal* (but not in excess of the maximum rate allowable under applicable usury laws).

2.10. Default in Capital Contribution. If any Member fails to make any Capital Contribution when due, such Member shall be in default, and the Company may exercise all legal rights including, without limitation, the commencement of an action to collect from such defaulting Member by legal process the entire amount of the unpaid Capital Contribution (including those not currently in default), together with all court costs and reasonable attorney fees.

ARTICLE 3

ALLOCATION OF PROFITS AND LOSSES

3.1. Profits. After giving effect to the special allocations set forth in Section 3.2, Profits and Losses for any fiscal year shall be allocated, without priority, to the Member in proportion to their respective Membership Interests, unless the Members have, agreed, in a writing signed by all Members and attached to this Agreement, to a different allocation of Profits and Losses permitted by law and applicable regulation.

3.2. Special Allocations. The following special allocations shall be made in the following order and priority:

(a) **Tax Allocations: Code Section 704(c).** In accordance with Internal Revenue Code (the "Code") Section 704 and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial fair market value as of the date of contribution. Allocations pursuant to this Section 3.2(a) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

(b) **Qualified Income Offset Allocation.** In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which causes or increases a Member's Capital Account Deficit as of the end of the taxable year to which such allocation, distribution or adjustment relates, then its share of Company income and gain shall be specially allocated (prior to any Other allocation required by Section 3.1, but after the allocations required by the foregoing provisions of this Section 3.2) to such Member in an amount and manner sufficient to eliminate (to the extent required by the Treasury Regulations) the Capital Account Deficit balances, if any, created by such adjustments, allocations, or distributions as quickly as possible; provided that an allocation pursuant to this Section 3.2(b) shall be made only if and to the extent that such Member would have a Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Section 3.2(b) were not in the Agreement.

ARTICLE 4

DISTRIBUTIONS OF CASH FLOW

4.1. Net Cash Flow. Net Cash Flow shall be distributed in the following priority, subject to Section 4.2 and Article 8:

(a) Net Cash Flow shall first be distributed to any Member who has advanced funds to the Company as a Lender, to the extent of and in proportion to such advances still owed, including accrued and unpaid interest thereon, if any, and including, without limitation, amounts not then due and owing unless the Lender owed such amounts not then due agrees to a continued deferral of such amounts; and

(b) Distributions, if any, of additional Net Cash Flow will be made, without priority, to the Members in proportion to their respective Membership Interests, unless the Members have agreed, in a writing signed by all of the Members, to a different division permitted by law and applicable regulation.

4.2. Tax Distributions. Notwithstanding anything to the contrary in this Agreement, each Member shall, to the extent of Net Cash Flow, at all times be entitled to receive cash distributions ("*Tax Distributions*") from the Company in amounts sufficient to enable such Member (and, in the case of Members that are pass-through entities, the beneficial owners of such Member) to discharge any Federal, state and local tax liability (including any estimated tax liability) arising out of the Profits allocated to such Members. The amount of each Tax Distribution shall be determined by the Members, taking into account the maximum combined U.S. federal and a reasonably estimated State tax rate applicable to individuals or corporations (whichever is higher). The amount distributable to each Member pursuant to Section 4.1(b) or Section 8.3(d) shall be reduced by any Tax Distributions made to such Member, and not previously taken into account pursuant to this sentence, and any such Tax Distributions shall also be deemed to have been distributed to the extent of any such reduction pursuant to such clause of Section 4.1 or Section 8.3, as applicable, for purposes of making the calculations required by this Agreement, so that to the extent possible each Member receives in the aggregate pursuant to Section 4.1, Section 8.3 and this Section 4.2 the amount it would have received pursuant to Section 4.1 and Section 8.3 as if this Section 4.2 were not included in this Agreement.

4.3. Restrictions on Distributions of Net Cash Flow.

(a) The Company may be restricted from making distributions under the terms of notes, mortgages, or other types of debt obligations which it may issue or assume in connection with borrowed funds, if any. In addition, distributions are subject to the payment of Company expenses and to the maintenance of sufficient reasonable reserves for such expenses and for alterations, repairs, improvements, maintenance and replacement of Company assets. Distributions may also be restricted or suspended in circumstances when the Members determine, in their absolute discretion, that such action is in the best interest of the Company.

(b) Distributions of Net Cash Flow shall be made in such amounts and at such times as determined in the absolute discretion of the Members, subject to their fiduciary responsibilities to the Members. The Company shall distribute at least annually to the Members so much of its Net Cash Flow as is not, in the opinion of the Members, necessary or advisable for the conduct of the Company's business, after setting aside such amounts as the Members deem necessary to create adequate reserves for future capital or operating needs of the Company.

(c) The Company shall have the right to offset against a distribution to a Member any loan or other indebtedness of such Member in favor of the Company and, to the extent so credited against the obligation, such loan or other indebtedness shall be deemed to be and shall be canceled and discharged. Such right of offset shall be immediately available to the Company regardless of the due date of any such loan or other indebtedness, but shall be applied against the amounts due in inverse order of maturity.

(d) If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants in common in the same proportions as such Members would have been entitled to cash distributions.

(e) No Member shall be entitled to demand and receive property other than cash in return for Capital Contributions to the Company.

(f) The Members irrevocably waive, during the term of the Company and during the period of any liquidation following the dissolution of the Company, any right to maintain any action or claim for partition with respect to any assets of the Company.

ARTICLE 5

RIGHTS AND DUTIES OF MEMBERS

5.1. Management.

(a) The business, investment, or other activities and affairs of the Company shall be managed by its Members. Any difference arising as to any matter within the authority of the Members shall be decided by the Members holding at least a majority of the Membership Interests (unless a higher or lower vote is expressly required in this Agreement or applicable law for a particular action or decision of the Members). Any Member may bind the Company, except that no Member may bind the Company in contravention of a determination by the Members with respect to persons having knowledge of such determination. However, a Manager whose action or failure to act is in contravention of this Agreement or applicable law, shall be liable to the Company and its Members for any such action or omission. Nothing contained in this Agreement shall require any person to inquire into the authority of any of the Members to execute and deliver any document on behalf of the Company or to bind the Company pursuant to such document.

(b) The Members may delegate any or all of the Members' powers and responsibilities to an agent, employee, or officer as set forth in a written appointing resolution of the Members. Such delegees shall retain the powers, authority and title set forth in such appointing resolution until such resolution is amended, modified or revoked by the Members until such person's death, resignation or removal by the Members. All Members, however, remain responsible for decisions made by such delegees. Unless authorized to do so by this Operating Agreement or by the Members of the Company, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

5.2. Voting Powers of Members.

(a) **General Rules.** Actions and decisions requiring the approval of the Members pursuant to any provision of this Agreement may be authorized or made either by vote of the required number of Members taken at a meeting of the Members or by written consent without a meeting. In addition, emergency actions may be taken in accordance with the provisions of Section 5.2(e) of this Agreement. Economic Interest Owners shall not be entitled to receive notices, vote, call meetings, or act as proxies, and their consent shall not be required for any purpose under this Agreement. The Interests in the Company held by Economic Interest Owners shall be excluded for purposes of determining the number of affirmative votes required for decisions or actions to be taken under this Agreement, except where expressly indicated otherwise.

(b) **Meetings.** Any Member may call a meeting to consider approval of an action or decision under any provision of this Agreement by delivering to each other Member notice of the time and purpose of such meeting at least ten (10) calendar days before the day of such meeting. A Member may waive the requirement of notice of a meeting either by attending such meeting or executing a written waiver before or after such meeting. Any such meeting shall be held during the regular business hours at the Company's principal place of business unless all of the Members consent in writing or by their attendance at such meeting to its being held at another location or time.

(c) **Written Consent.** Any Member may propose that the Company authorize an action or decision pursuant to any provision of this Agreement by written consent of Members in lieu of a meeting, provided that such consent is signed by Members who hold, in the aggregate, Membership Interests sufficient to approve or consent to such action pursuant to subsection (a) of this paragraph. A Member's written consent may be evidenced by such person's signature on a counterpart of the proposal or by a separate writing (including a facsimile) that identifies the proposal with reasonable specificity and states that the Member consents to such proposal.

(d) **Vote by Proxy.** A Member may vote (or execute a written consent) by proxy given to any other Member. Any such proxy must be in writing and must identify the specific meeting or matter to which the proxy applies or state that it applies to all matters (subject to specified reservations, if any) coming before the Members for approval under any provision of this Agreement prior to a specified date (which shall not be later than the first anniversary date on which such proxy is given). Any such proxy shall be revocable at any time and shall not be effective at any meeting at which the Member giving such proxy is in attendance.

(e) **Emergency Procedures.** Notwithstanding any provisions of this Section 5.2, in the event that Members who could authorize a Company action or decision at a duly called meeting reasonably determine, in writing, that the Company is facing a significant emergency that requires immediate action, such Members may, without complying with generally applicable procedures or meetings or actions by written consent, authorize any action or decision that they deem reasonably necessary to allow the Company to benefit from a significant opportunity or to protect the Company from significant loss or damage, provided

that they make reasonable efforts under the circumstances to contact and consult all Members concerning such action or decision and the reasons why such action or decision must be made without observing generally applicable procedures.

(f) **Records.** The Company shall maintain permanent records of all actions taken by the Members pursuant to any provision of this Agreement, including minutes of all Company meetings, copies of all actions taken by consent of the Members, and copies of all proxies pursuant to which one Member votes or executes a consent on behalf of another.

5.3. Liability for Certain Acts. To the extent permitted by applicable law of the State in which the Company is formed and organized, no Member of the Company shall be personally liable to the Company or its other Members for damages for breach of any duty owed to the Company or its Members except that a Member shall not be relieved from liability for any breach of duty based on an act or omission in breach of such person's duty of loyalty to the Company or its Members, not in good faith or involving a knowing violation of law or this Agreement, or resulting in receipt by such person of an improper personal benefit. Notwithstanding anything to the contrary in this Agreement, and to the extent permitted by the law of the State in which the Company is formed and organized, no Member shall have any fiduciary duty or obligation to any Economic Interest Owner or other transferee of an interest in the Company or to any other creditor of the Company.

5.4. Indemnification.

(a) Each Member shall indemnify and hold harmless the Company from any loss, damage, claim of liability (including reasonable attorney fees) incurred by reason of sum Member's gross negligence or willful misconduct.

(b) The Members shall be indemnified by the Company, to the fullest extent permitted by the law of the State in which the Company is formed and organized, against any losses, judgments, liabilities and expenses (including reasonable attorney fees) incurred by the Members by reason of any act or omission performed or omitted by the Members in good faith on behalf of the Company in a manner reasonably believed by the Members to be within the scope of the authority granted to the Members by this Agreement, providing that this indemnity shall extend only to Members who were not guilty of gross negligence or willful misconduct. The Company may also indemnify its employees and other agents who are not Members to the fullest extent permitted by the law of the State in which the Company is formed and organized, provided that the indemnification in any given situation is approved by Members owning a majority of the Membership Interests.

ARTICLE 6

TRANSFERS OF MEMBERSHIP INTERESTS

6.1. General Restriction. Neither a Member nor an Economic Interest Owner may transfer, whether voluntarily or involuntarily, any portion of such person's Membership Interest or Economic Interest, except as otherwise expressly provided for in this Agreement. No person or entity holding a direct or indirect ownership interest in a Member may transfer,

whether voluntarily or involuntarily, any portion of such ownership interest, except as otherwise expressly provided for in this Agreement. For purposes of this Agreement, a "transfer" includes, but is not limited to, all forms of direct or indirect transfer or disposition, voluntary or involuntary, by operation of law or otherwise, as well as the direct or indirect creation of any encumbrance on all or any part of a Membership Interest, regardless of whether such transfer is related to the business or activities of the Company or to business or activities of any other business venture or other purpose. An attempt to transfer a Membership Interest other than in compliance with this Agreement shall be void *ab initio*.

6.2. Transfer of Membership Interest. Without Substitution. Subject to compliance with the conditions of Section 6.5, a Member shall have the right to transfer, directly or indirectly, all or part of such Member's Membership Interest by a written instrument of transfer the terms of which are not in contravention of any of the provisions of this Agreement, only if the Members give their prior written consent to such transfer, which consent may be withheld for any reason as a matter of discretion. Unless and until admitted as a substitute or additional Member in accordance with this Agreement, a transferee following a transfer in compliance with this Agreement shall only be an Economic Interest Owner, who shall be entitled to receive distributions from the Company, and be allocated Profits and Losses of the Company, attributable to the Membership Interest acquired by reason of such transfer from and after the effective date of the transfer of the Membership Interest, as specified in Section 6.6. All other Company rights attributable to such transferred Interest, including, without limitation, the right to inspect Company books and to vote on Company matters, shall terminate until and unless such transferee becomes a substituted or additional Member; provided, however, that the Members and the Company shall be entitled to treat the assignor of such Membership Interest as the owner thereof in all respects, and shall incur no liability for distributions made in good faith to such transferor until such time as both the beneficiary of such transfer has been recognized by the Company as a transferee in accordance with Section 6.6 and the effective date of the transfer has passed.

6.3. Admission of Transferees as New Members.

(a) An Economic Interest Owner may become a substituted or additional Member in the Company if, in addition to the requirements of Section 6.5, (i) the Economic Interest Owner obtains the written consent of the Members, which consent may be withheld for any reason or without reason as a matter of absolute discretion; and (ii) the transferor and transferee named in such transfer have executed and acknowledged such other instruments as the Members may deem necessary or desirable to effect such admission.

(b) A transferee accepted as a substitute or additional Member shall have all of the rights and obligations of its predecessor in interest in the Company, to the extent that they relate to the transferred interest. Admission of a substituted or additional Member shall be recognized by the Company as provided in Section 6.6.

(c) If there are no remaining Members in the Company, an Economic Interest Owner may become a substituted Member in the Company if, in addition to the requirements of Section 6.5, a new Member is appointed as provided in Section 8.1(d).

6.4. Issuance of New Membership Interests. Any person acceptable to the Members may become an additional Member in the Company by the issuance of additional Membership Interests in exchange for such consideration as such Members may determine as a matter of absolute discretion. Such person may become an additional Member in the Company only if, in addition to the requirements of Section 6.5, the person executes such instruments as the Members may deem necessary or desirable to effect such admission. Admission of an additional Member shall be recognized by the Company as provided in Section 6.6.

6.5. Conditions on Transfers of Membership or Economic Interest. A transfer of a Membership Interest or Economic Interest, and the admission of additional Members, otherwise permitted by this Article 6 shall be subject to the following additional limitations:

(a) No Membership or Economic Interest may be transferred or issued if such proposed action, in the opinion of counsel for the Company, (i) would result in the termination of the Company under Section 708 of the Code, or (ii) would result in the cancellation of the Formation Document or an obligation to file a Certificate of Cancellation or Articles of Dissolution or similar document of record, or (iii) would impair the ability of the Company to be taxed as a partnership for federal income tax purposes.

(b) No Membership (or Economic Interest) may be issued by the Company or transferred by a Member unless the transferee (whether such person is to be admitted as a Member or will merely be an Economic Interest Owner) confirms in a writing acceptable to the Members and, at the Members' election, necessary or appropriate in the opinion of counsel to the Company, that such transferee has accepted, assumed, and agreed to be bound subject to and bound by all of the terms and conditions of this Agreement. No Membership (or Economic) Interest may be transferred unless the assigning Member or Economic Interest Owner delivers to the Company a written instrument of assignment in form and substance satisfactory to the Company, duly executed by the transferor or such transferor's personal representative or authorized agent. The assignment shall be accompanied by such assurances of genuineness and effectiveness and by such consents or authorizations of governmental or other authorities as may be reasonably required by the Company.

6.6. Recognition of Transferees and Substituted Members.

(a) Amendments to the books and records of the Company and, as may be required by law, amendments to the Formation Document shall be made monthly (or less frequently to the extent that such transfers or substitutions occur less frequently) to recognize the transfer of a Membership Interest and, as applicable, admission of substituted or additional Members. Transfers of Membership Interests and admissions of new Members shall be recognized and effective on and as of the first (1st) day of the first (1st) month following the date of the satisfaction of the conditions to the transfer and substitution set forth in this Article, as applicable.

(b) Upon the authorization and/or issuance of any Membership Interest, or upon a Transfer of such an Interest, in each case in accordance with this Agreement, the Members shall be authorized to and shall amend this Agreement and Exhibit A attached to this Agreement to reflect the rights and interests of the Membership Interest Transferred or

authorized and/or issued and the Capital Contributions associated therewith, the admission of additional Members, and the increase in the Capital Contributions and/or Membership Interests of existing Members, in connection with such issuance, in each case without the approval or consent of any Member or other person. A copy of the amended Exhibit A shall be sent to all Members.

(c) Upon the amendment of Exhibit A, the Schedule of Members, by the Members pursuant to Section 6.6(b) and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Membership Interest, such person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Membership Interest.

6.7. Obligations of Transferring Member. Except as otherwise agreed to by the Members and any lender to the Company that is the beneficiary of a personal guarantee (if any) of a transferring Member, no transfer by a Member of all or any portion of an interest in the Company shall, to any extent, relieve the transferring Member of any of such Member's obligations to the Company or liability, if any, as a Member (whether or not such person remains as a Member).

6.8. Allocations Upon Transfer of Membership or Economic Interest.

(a) As between a Member and such Member's transferee, profits, losses and credits for any semi-monthly period shall be apportioned to the person who is the holder of the Membership Interest transferred on the last day of such semi-monthly period, without regard to the results of the Company's operations during the period before or after such transfer. However, in the event that it is determined by the Members that the convention adopted by the Company to allocate income, gain, loss, deduction or credit of the Company is not in compliance with Section 706(d) of the Code, as modified by Treasury Regulations promulgated thereunder, then the Members shall revise the method of allocation to comply with such Treasury Regulations.

(b) No new Members or Economic Interest Owners shall be entitled to any retroactive allocation of Profits or Losses incurred by the Company. The Company may, at its option, at the time a Member is admitted, or an Interest transferred, close the Company's books or make an allocation of tax items using any reasonable method permitted under Section 706(d) of the Code and applicable Treasury Regulations.

(c) Any distributions of cash or other property shall be made to the holder of record of any portion of a Membership Interest or Economic Interest on the date of distribution.

ARTICLE 7

DISSOCIATION OF A MEMBER

7.1. Dissociation. A person shall cease to be a Member ("*dissociation*") upon the happening of any of the following events:

- (a) the bankruptcy of a Member;
- (b) the assignment or transfer by a Member of such person's entire Membership Interest in accordance with the terms of this Agreement;
- (c) in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- (d) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust the termination of the trust (but not merely the substitution of a new trustee);
- (e) in the case of a Member that is a separate organization other than a corporation, the dissolution and commencement of winding up of the separate organization; or
- (f) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter.

7.2. Rights of Dissociating Member. In the event any Member dissociates prior to the expiration of the term of the Company, then the Member who dissociates, or such Member's successor in interest, shall, regardless of whether the dissociation was the result of a voluntary act by such Member, be entitled to receive only the distributions to which the Member would otherwise have been entitled had the Member remained a Member, and the dissociating Member shall thereafter be an Economic Interest Owner. Dissociation shall not release any of the parties to this Agreement from their contractual obligations under this Agreement, including, for example, any continuing, unsatisfied obligation to make a cash or non-cash Capital Contribution. Further, if the dissociation occurs by virtue of an assignment of such person's entire Membership Interest in accordance with this Agreement, then the rights and obligations of the dissociating Member (and such Member's successor) shall be subject to the provisions of Article 6.

7.3. Withdrawal of Member. Except as otherwise expressly provided in this Agreement, no Member shall be entitled to withdraw or resign from the Company. No Member shall have any right to have its interest in the Company appraised and paid out under any circumstances, and each Member hereby waives any rights under any section of the Act to such rights of withdrawal or appraisal.

7.4. Effect of Dissociation of a Member. Notwithstanding anything to the contrary in this Agreement, the Act or otherwise applicable state law, the dissociation of a Member shall not cause the dissolution, termination or liquidation of the Company.

ARTICLE 8

DISSOLUTION AND LIQUIDATION PROCEDURES

8.1. Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("*Liquidating Events*"):

- (a) the determination by the Members that the Company should be dissolved;
- (b) the insolvency or bankruptcy of the Company;
- (c) the sale of all or substantially all of the Company's assets; or
- (d) ninety (90) days after the date of any act that causes the Company to have less than the minimum number of Members under the Act, provided that any such event shall not be a Liquidating Event if one or more new Members (sufficient to satisfy the requirement of the Act regarding the minimum number of members) are appointed, in writing, by the successor in interest to the last remaining Member of the Company within ninety (90) days of such Member's dissociation, and if there is more than one successor in interest to the last remaining Member, or if two or more Members dissociate at the same time, then appointment of a new Member shall be made by the affirmative decision of persons holding a majority of such successor interests in the Company; or
- (e) any event that makes it impossible, unlawful or impractical to carry on the business of the Company.

The Members agree that the Company shall not be dissolved or liquidated prior to the occurrence of a Liquidating Event, as set forth in this Article 8. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, then within a ninety-day period after such determination, the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on identical terms. Upon such election within such ninety-day period, all Members and Economic Interest Owners (and their successors in interest) shall be bound thereby and shall be deemed to have consented to such election.

8.2. Effect of Dissolution. No dissolution of the Company shall release any of the parties to this Agreement from their contractual obligations under this Agreement, including, for example, any continuing, unsatisfied obligation to make a cash or non-cash Capital Contribution.

8.3. Liquidation. Upon dissolution of the Company in accordance with Section 8.1, the Company shall be liquidated. The Members shall select a Liquidating Manager (who may be any Member or Manager) who shall serve only for purposes of winding up the Company. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) to the payment of the debts and liabilities of the Company (other than debts or liabilities owing to a Member or Economic Interest Owner) and the expenses of liquidation (including, if applicable, the reasonable fees of the Liquidating Manager);

(b) the setting up of any reserves which the Liquidating Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to an attorney at law retained by the Liquidating Manager, as escrow-holder, to be held for the purpose of disbursing (under the direction of the Liquidating Manager) such reserves in payment of any of the aforementioned liabilities and, at the expiration of such period (not to exceed two (2) years) as the Liquidating Manager may deem advisable, for distribution in the manner hereinafter provided;

(c) to the repayment of any outstanding advances or loans that may have been made by any of the Members or Economic Interest Owners to the Company, other than capital contributions, pro rata among them on the basis of such advances and loans to the Company; and

(d) the balance, if any, to the Members or Economic Interest Owners (or to their permitted transferees of their Interest in the Company, in whole or in part) in accordance with their respective Capital Accounts, After adjustment for all income, loss, and gain of the Company and after adjustment for all previous contributions and distributions of the Company, subject to the directions on the allocation of assets distributed in liquidation contained in Section 8.5.

8.4. Revaluation. If the Company's assets are not sold, but instead are distributed in kind, such assets, for purposes of determining the amount to be distributed to the parties, shall be revalued on the Company books to reflect their then-current fair market value as of a date reasonably close to the date of liquidation. Any unrealized appreciation or depreciation shall be allocated among the Members (in accordance with the provisions of Article 3 as if such assets were sold at such fair market value) and taken into account in determining the Capital Accounts of the Members as of the date of liquidation.

8.5. Distributions in Kind. The Liquidating Manager may make distributions to the Members in cash or in kind, or partly in cash and partly in kind, in divided or undivided interests, and to allocate any property towards the satisfaction of any payment or distribution due to the Members in such manner as the Liquidating Manager may determine, whether or not such distributive shares may as a result be composed of differently. Distribution of any asset in kind to a Member shall be considered as a distribution of an amount equal to the asset's fair market value for purposes of this Article 8.

8.6. Timing of Liquidation. Distributions and liquidation of the Company shall be made in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b). Distributions

may be made to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members and Economic Interest Owners from time to time in the reasonable discretion of the Liquidating Manager, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to such persons pursuant to this Agreement.

8.7. Liquidation Statement. The Company will cause the Company's independent certified public accountant regularly retained by the Company to prepare a certified liquidation statement of the Company. Each Member agrees to prepare its financial statements and to prepare and file all tax returns required to be filed by it in accordance with that liquidation statement, which will contain:

- (a) a summarized statement of receipts and disbursements (including expenses of dissolution);
- (b) a determination of the Capital Account of each Member;
- (c) a statement of the liabilities of the Company owing to each Member, or owing to the Company by each Member;
- (d) an allocation among the Members of all gains or losses realized on the liquidation of the assets of the Company; and
- (e) an allocation of any tax attributes among the Members.

8.8. Certificate of Cancellation. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, no Member shall have any further rights, claims or obligations arising out of this Agreement except as expressly set forth in this Agreement, and no Member shall have any further rights, claims or obligations relating to the Property arising out of or with respect to this Agreement. The Liquidating Manager shall (or if the Liquidating Manager fails to act, then any Member may) prepare and file a Certificate of Cancellation or Articles of Dissolution or similar document; to be placed of record with the applicable State agency or authority, as required by the Act. When such certificate is filed, the Company's existence shall cease.

ACCOUNTING AND FISCAL MATTERS

9.1. Fiscal Year. The fiscal year of the Company shall be the calendar year.

9.2. Method of Accounting. The Company shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied to all such transactions and consistently applied as amongst all of the Members.

9.3. Records to be Maintained. The Company shall maintain, or cause to be maintained, the following additional records:

(a) a current alphabetical list of the full name and last known mailing address of each Member and Economic Interest Owner, together with the date on which each became a Member, information relating to each Member's Capital Contributions and Membership Interest, and the amount of Capital Contribution, if any, a Member has agreed to make in the future;

(b) a current alphabetical list of the full name and last known mailing address of each Manager of the Company;

(c) a copy of the Formation Document, the operating agreement governing the Company's affairs, and all amendments to such documents, together with signed copies of any powers of attorney pursuant to which the such documents or any such amendments were signed; and

(d) a copy of the Company's federal, state and local income or information tax returns and reports for the three most recent fiscal years.

9.4. Inspection of Books and Records.

(a) Each Member shall have the right, subject to the conditions and limits set forth in subsection (b) below, to inspect and copy the following items:

(i) Each of the items described in Section 9.3 above;

(ii) True and full information regarding the status of the business and financial condition of the Company; and

(iii) Any other information regarding the affairs of the Company as is just and reasonable.

(b) Any inspection or copies of Company records under this Section 9.4 shall be subject to the following conditions:

(i) The inspection and copying must be for a purpose reasonably related to the Member's interest as a Member of the Company.

(ii) The demand for the inspection and copying must be reasonable and must be made in writing and must state the purpose of the demand.

(iii) The inspection and copying may be done only during regular business hours and shall be at the requesting Member's own expense.

(iv) The inspection and copying will be afforded only after a reasonable period of time for the Members to make available the information requested.

(v) The Company shall have the right to keep confidential, for such time period as the Company deems reasonable, any information that the Company reasonably deems to be in the nature of trade secrets or proprietary information, the disclosure of which the Company in good faith believes is not in the best interest of the Company or could damage the Company or its business, or which the Company is required by law or by agreement with a third party to keep confidential.

(vi) The inspection and copying shall be subject to such additional standards or procedures as may be reasonably established by the Members.

9.5. Federal Income Tax Returns. The Members shall prepare, or cause to be prepared, federal income tax returns for the Company, and, in connection therewith and in the discretion of the Members, make any available or necessary elections, including elections with respect to the useful lives and rates of depreciation of the properties of the Company. By the first of April of each calendar year of the Company, the Members shall cause to be delivered to all of the Members such information as shall be necessary for the preparation by the Members of their Federal, state and local income and other tax returns for the preceding calendar year.

9.6. Bank Accounts. All property in the form of cash not otherwise invested shall be deposited for the benefit of the Company in one or more accounts in the name of the Company, maintained in such financial institutions as the Members shall determine. Withdrawals or payments shall be made only in the regular course of Company business on such signature or signatures as the Members may determine from time to time.

9.7. Tax Matters Partner. The Members may designate one of their number to act as the "*Tax Matters Partner*" under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, or as the "*Partnership Representative*" under Section 1101 of the Bipartisan Budget Act of 2015, to manage administrative tax proceedings with the Internal Revenue Service.

ARTICLE 10

MISCELLANEOUS

10.1. Amendment. Except as otherwise provided in this Section 10.1 or elsewhere in this Agreement, this Agreement may be amended only with the consent of the Members.

(a) **Amendments Without Consent of Members.** In addition to any amendments otherwise authorized in this Agreement, amendments may be made to this Agreement from time to time by the Members that (i) do not adversely affect the rights of the Members or their assignees in any material respect; (ii) correct any error or resolve any ambiguity in or inconsistency among any of the provisions of this Agreement; (iii) delete or add any provision of this Agreement that is required to be so deleted or added by any federal or state securities commission or other governmental authority; (iv) amend this Agreement and any Formation Document to admit new Members in accordance with this Agreement; or (v) is

in response to a change in the Act that permits or requires an amendment so long as no Member is adversely affected in any material respect.

(b) Amendments Requiring Consent of Affected Members.

Notwithstanding anything to the contrary in this Section 10.1, this Agreement may not be amended, without the consent of a Member adversely affected by any amendment to this Agreement, to (i) modify the limited liability of a Member; (ii) alter the status of the Company as a partnership for federal income tax purposes; or (iii) otherwise modify the compensation, distributions, or rights of reimbursement to which such Member(s) are entitled with respect to such Member's Membership Interest, or affect the indemnification to which such Members, and their affiliates, employees or agents, are entitled.

10.2. Glossary. As used in this Agreement, capitalized words and phrases shall have the following meanings:

(a) Affiliates. "*Affiliates*" shall mean with respect to a Member or Manager, any other individual or entity controlling, controlled by or under common control with such specified Member or Manager, as the case may be. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or a general partnership interest or limited liability company interest, by contract or otherwise.

(b) Bankruptcy. "*Bankruptcy*" of any individual, corporation or partnership shall be deemed to occur when (1) such individual, corporation or partnership files a petition in bankruptcy, or voluntarily takes advantage of any bankruptcy or insolvency law, or (2) is the subject of a petition or answer proposing the adjudication of such person as a bankrupt, and such individual, corporation or partnership either consents to the filing thereof, or fails to cause such petition or answer to be discharged or denied prior to the expiration of sixty (60) days from the date of such filing, or (3) such person's or entity's assets are insufficient to pay its liabilities, or it has so admitted in writing.

(c) Capital Account. "*Capital Account*" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 3.2 (other than Section 3.2(a)) of this Agreement, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash (exclusive of amounts, if any, paid as compensation in exchange for personal services of a Member) and the fair market value of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses that are

pecially allocated pursuant to Section 3.2 (other than Section 3.2(a)), such Member's distributive share of noncapital, nondeductible expenditures of the Company under Code Section 705(a)(2)(B) (including items treated as such expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i)), and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(iii) In the event any Member transfers all or any portion of its Membership Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(iv) In the event the book values of Company property are adjusted in accordance with the Treasury Regulations, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment.

(v) In determining the amount of any liability for purposes of this Section 10.2(c), there shall be taken into account Code Section 752(c) and other applicable Code Sections and Treasury Regulations.

(vi) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with the Treasury Regulations. In the event the Company determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members), are computed in order to comply with such Treasury Regulations, the Company may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article 8 of this Agreement upon the dissolution of the Company. The Company also shall (1) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (2) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(d) **Capital Account Deficit.** "*Capital Account Deficit*" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year of the Company, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of any promissory note of such Member or otherwise) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) or would be deemed obligated

to restore if Member Nonrecourse Deductions were treated as Company Nonrecourse Deductions; and

(ii) Debit to such Member's Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations.

The foregoing definition of Capital Account Deficit is intended to comply with Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) **Capital Contribution.** "*Capital Contribution*" means, with respect to any Member, the amount of money and the initial fair market value of any property (other than money) contributed to the Company with respect to a Membership Interest held by such Member. The principal amount of a promissory note which is not readily tradable on an established securities market and which is contributed to the Company by the maker of the note (or a person related to the maker of the note within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent that) principal payments are made on the note, all in accordance with Treasury Regulation Section 1.704-1(b)(2) (iv)(d)(²).

(f) **Code.** "*Code*" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(g) **Company.** "*Company*" means the limited liability company governed by this Agreement.

(h) **Depreciation.** "*Depreciation*" means; for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable, if any, with respect to a Company asset for such year or other period, except that if the fair market value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning fair market value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

(i) **Economic Interest.** "*Economic Interest*" means a Member's or Economic Interest Owner's share of the Company's Profits, Losses, Net Cash Flow, and other distributions of the Company's assets pursuant to this Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, without limitation, the right to vote on, consent to, or otherwise participate in any decision of the Members, all as provided in Section 5.2.

(j) **Economic Interest Owner.** "*Economic Interest Owner*" shall mean the owner of an Economic Interest who is not a Member, including, without limitation, a person who has acquired an Economic Interest (i) as an assignee pursuant to Section 6.2, or (ii) as the personal representative, guardian or other successor in interest upon the death (in the case of a Member who is an individual), dissolution (in the case of a Member who is not an individual), bankruptcy or physical Or mental incapacity of a Member pursuant to Article 7.

(k) **Formation Document.** "*Formation Document*" means the document initially filed of record with the applicable State agency or authority to establish the Company under the Act, including, without limitation, a Certificate of Formation or Articles of Organization, as the case may be.

(l) **Lender.** "*Lender*" means any Member who advances (other than as a Capital Contribution) any money or property to the Company.

(m) **Members.** "*Members*" means the persons listed on attached Exhibit A and any person admitted to the Company as a Member in accordance with Article 6. The Members shall have the powers, rights and privileges provided to them in this Agreement.

(n) **Membership Interest.** "*Membership Interest*" means a Member's Economic Interest in the Company and such Member's right to participate in the management of the business and affairs of the Company, including, without limitation, the right to vote on, consent to, or otherwise participate in any decision or action of the Members pursuant to this Agreement or the Act. Unless otherwise agreed to in a writing signed by all of the Members and attached to this Agreement, the Members' respective percentage Membership Interests shall be as set forth on Exhibit A attached to and incorporated by reference into this Agreement.

(o) **Net Cash Flow.** "*Net Cash Flow*" means the gross cash proceeds from Company operations (including sales and dispositions whether or not in the ordinary course of business and including the proceeds of all financings) less the portion of such proceeds used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Members. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to Section 4.3. Payments of principal and interest on any debts or other obligations of the Company, whether or not secured by mortgages or liens on Company property, shall be considered as a deduction from Net Cash Flow. Actual or deemed distributions to Members (other than payments then due and owing to a Member as a Lender) shall not be taken into account for purposes of calculating Net Cash Flow. Net Cash Flow shall also include the net proceeds received by the Company on the sale of any Membership Interest.

(p) **Person.** "*Person*," whether or not capitalized in this Agreement, shall mean any natural person, corporation, limited liability company, association, partnership, trust or other entity.

(q) **Profit and Losses.** "*Profits*" and "*Losses*" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period,

which shall be calculated after offset of all deductions of the Company including, but not limited to, compensation or guaranteed payments made to the Members in respect of personal services provided by them to or for the benefit of the Company as agreed upon by the Members, and determined in accordance with Code Section 703(a) (and for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss and including deductions attributable to nonrecourse debt), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Subsection shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2) (B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise required to be taken into account in computing Profits or Losses pursuant to this Subsection, shall be subtracted from such taxable income or loss;

(iii) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to its fair market value of the property disposed of notwithstanding that the adjusted tax basis of such property differs from its fair market value;

(iv) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 10.2(h) of this Agreement;

(v) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required under Treasury Regulation 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(r) **Treasury Regulations.** "*Treasury Regulations*" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

10.3. Notices. Unless otherwise provided in this Agreement or by written agreement of the Members, all notices or other communications required or permitted to be given under this Agreement shall be deemed given when delivered personally or mailed by registered or certified mail, return receipt required, postage prepaid, or delivered by overnight courier service, to the Members at their addresses on the records of the Company, or at such other

addresses as a Member may designate to the Company in writing. Notices to any entity that is a Member shall be delivered to the chief executive officer or senior manager of such entity.

10.4. No Third Party Beneficiaries. This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, or creditor of any Member, or for the benefit of any other person not a signatory to this Agreement. Except and only to the extent required by applicable law, no creditor or any third party shall have any rights under this Agreement or any agreement among the Company and its Members with respect to any Capital Contribution or otherwise.

10.5. Binding Effect. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10.7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Company is formed and organized.

10.8. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9. Gender. As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa.

10.10. MUTUAL WAIVER OF JURY TRIAL. Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the company) hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

Member

Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this _____ day of _____ 20____ hereby consents to, authorizes, approves and agrees to be bound by the Operating Agreement of this limited liability company dated as of _____ 20____.

Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this _____ day of _____ 20____ hereby accepts appointment as a Manager of the Company and agrees to be bound by the Operating Agreement of this limited liability company dated as of _____ 20____.

Manager

Print name

TABLE OF EXHIBITS

Exhibit A Schedule of Members

Seth Rutherford P.O. Box 2773 Nantucket, MA 02584	33%
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Christopher Gallant P.O. Box 3169 Nantucket, MA 02584	33%
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Marcia Wagner White The Wagner Law Group 99 Summer St., 13 th Floor Boston, MA 02110	17%
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Alan L. Shorr The Wagner Law Group 99 Summer Street, 13 th Floor Boston, MA 02110	17%
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EXHIBIT A

SCHEDULE OF MEMBERS

Member (name and address)	Capital Contributions (cash of fair market value of Property contributed)	Membership Interest (in percentages)
Seth Rutherford P.O. Box 2773 Nantucket, MA 02584	\$50,000	33%
Christopher Gallant P.O. Box 3169 Nantucket, MA 02584	\$50,000	33%
Marcia Wagner White The Wagner Law Group 99 Summer St., 13 th Floor Boston, MA 02110	\$50,000	17%
Alan L. Shorr The Wagner Law Group 99 Summer Street, 13 th Floor Boston, MA 02110	\$50,000	17%

{13426/A0326066.1}

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

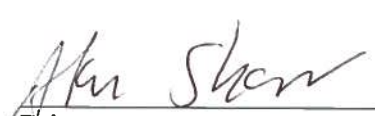
Member

Print name

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.



Member

Print name

10.4. **No Third Party Beneficiaries.** This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, or creditor of any Member, or for the benefit of any other person not a signatory to this Agreement. Except and only to the extent required by applicable law, no creditor or any third party shall have any rights under this Agreement or any agreement among the Company and its Members with respect to any Capital Contribution or otherwise.

10.5. **Binding Effect.** Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10.6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10.7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Company is formed and organized.

10.8. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9. **Gender.** As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa.

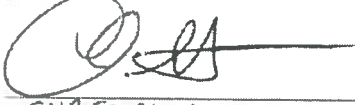
10.10. **MUTUAL WAIVER OF JURY TRIAL.** Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the company) hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

28

CERTIFICATE


The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

Member


CHRISTOPHER GALLANT
Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this 10 day of APRIL 2018 hereby consents to, authorizes, approves and agrees to be bound by the Operating Agreement of this limited liability company dated as of APRIL 10, 2018.


CHRISTOPHER GALLANT
 Print name

OPERATING AGREEMENT COUNTERPART SIGNATURE PAGE

The undersigned, in the capacity as a Member of this limited liability company by affixing the undersigned's signature hereto as of this 10 day of APRIL 2018 hereby accepts appointment as a Manager of the Company and agrees to be bound by the Operating Agreement of this limited liability company dated as of APRIL 10, 2018.


Manager

 Print name
CHRISTOPHER GALLANT

TABLE OF EXHIBITS

Exhibit A Schedule of Members

Seth Rutherford 33%
 P.O. Box 2773
 Nantucket, MA 02584

Christopher Gallant 33%
 P.O. Box 3169
 Nantucket, MA 02584

Marcia Wagner White 17%

10.4. **No Third Party Beneficiaries.** This Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company, or creditor of any Member, or for the benefit of any other person not a signatory to this Agreement. Except and only to the extent required by applicable law, no creditor or any third party shall have any rights under this Agreement or any agreement among the Company and its Members with respect to any Capital Contribution or otherwise.

10.5. **Binding Effect.** Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10.6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

10.7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Company is formed and organized.

10.8. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.9. **Gender.** As used in this Agreement, the masculine gender shall include the feminine and the neuter, and vice versa.


10.10. **MUTUAL WAIVER OF JURY TRIAL.** Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each party to this agreement (including the company) hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement, the transactions contemplated hereby and/or the relationships established among the parties hereunder.

28

CERTIFICATE

The undersigned Members, by their signatures on the counterpart signature pages attached hereto, agree, acknowledge and certify that the foregoing document constitutes the Operating Agreement adopted by the Members of the Company as of the date of this Agreement.

Member



Seth Rustenhorst
Print name

September 20, 2019

253 Organic, LLC
MP281302
MPR243487
lolesen@253organic.com

NOTICE: LICENSE RENEWAL / ADDITIONAL INFORMATION REQUIRED

WHY ARE YOU RECEIVING THIS NOTICE?

As part of the review process for a license renewal, the Commission evaluates the thoroughness of the applicant's responses to required criteria. It has been determined that additional information is needed before the Commission can consider your license renewal application.

A list of the required information is as follows:

1. **Host Community Information (Plan to Remain Compliant with Local Zoning).** The applicant updated its plan to ensure it is or will be compliant with local ordinances or bylaws. The plan summarizes the applicant's steps to ensure ongoing compliance and includes the local licensing requirements of adult-use marijuana (i.e. zoning, permits, located by right or special permit, duration of permits, etc.) *(required)*

<input type="checkbox"/> COMPLIANT	<input checked="" type="checkbox"/> MORE INFORMATION REQUIRED	<input type="checkbox"/> N/A
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Note: Please provide an updated Plan to Remain Compliant, similar to what was included in your initial application for licensure. The current documents that have been uploaded (Zoning Bylaws and Town Bylaw Compliance) are acceptable as supporting documentation, but the Plan itself should be uploaded, even if it is only a slightly-modified/updated version of the original.

2. **Business Plan (Proposed Timeline).** The applicant submitted a proposed timeline for achieving operation of the establishment. The timeline clearly shows the amount of time needed from receiving a provisional license to when it will be ready to commence operations. *935 CMR 500.101(1) and (2) (required)*

<input type="checkbox"/> COMPLIANT	<input checked="" type="checkbox"/> MORE INFORMATION REQUIRED	<input type="checkbox"/> N/A
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Note: There is currently no Business Plan or Proposed Timeline uploaded within the MassCIP. Please provide this documentation.



3. **Compliance with Positive Impact Plan.** The licensee submitted third-party documentation showing their progress or success of their plan to positively impact areas of disproportionate impact. *(required)*

<input type="checkbox"/> COMPLIANT	<input checked="" type="checkbox"/> MORE INFORMATION REQUIRED	<input type="checkbox"/> N/A
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Notes: In the letter you provided to the Opioid Task Force of Franklin County and the North Quabbin Region, you indicate your business name as “253 Farmacy”. Please provide clarification as to whether this is intended to be a future “doing-business-as” name, or where this name is indicated in the Massachusetts corporate filings.

WHAT ARE YOUR NEXT STEPS?

The items listed above as “more information required” are needed in order for the Commission to consider your application. The renewal application has been reopened. Any document or information that is being requested should replace the document or information currently in the application to show only the new information. Once you have complied with this request and entered the required information, please resubmit the application.

For guidance on the license renewal application process and requirements, please visit our website at: <https://mass-cannabis-control.com/guidancedocuments/>.

If you should have questions regarding this notice, please contact the Commission by email at cannabislicensing@mass.gov.

Note: Any delay in submitting this information will lengthen the application process.





September 2019

253 Organic, LLC Business Plan

By: Lee Olesen

Scope

- ❖ This presentation outlines a business plan for a fully integrated Recreational Marijuana Company based in Montague Massachusetts with a retail outlet in Sturbridge Massachusetts.
- ❖ Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.



Outline

- ❖ Page 4: Executive Summary
- ❖ Page 5: Adult Use & Statistics
- ❖ Page 6: Industry Growth Forecast
- ❖ Page 7: Dispensary / Retailer Data
- ❖ Page 8: Retail Store
- ❖ Page 9: Cultivation
- ❖ Page 10: Infused Products / Edibles Data
- ❖ Page 11: Product Marketing Strategy
- ❖ Page 12: Operations for 2018/2019



Executive Summary

- ❖ 253 Organic LLC, established in February 2018 is developing a vertically integrated recreational Cannabis facility located at 253 Millers Falls Road, Turner Falls Massachusetts. In Jan of 2018 253 began the licensing process to facilitate Cultivation, Product Manufacturing, and Retail at their 33,000 sq ft facility. The companies primary executives who will be operating the day to day activities are Seth Rutherford and Chris Gallant. Seth is a Certified Landscape Irrigation Auditor, has 20 years of experience in soil management and has experience in the cultivation of Cannabis extraction. Chris has had his own construction business for the last 17 years and will oversee construction and facility management for the operation as well as overseeing various operations of the business. Seth and Chris are currently consulting for a cultivation/product manufacturing facility in Maine called Maine Jane LLC using Co2 extraction. Support personnel to Seth and Chris are Lee Olesen, Marcia Wagner, Alan Shorr and Jeff Terrey. Lee has extensive experience in the Cannabis industry by way of owning multiple retail stores, cultivation and product manufacturing facilities in Colorado. Lee attended UC Berkeley for Industrial Engineering and has applied that education in designing large scale cultivation facilities in Colorado, Arizona and California. Lee also has a background in lighting technology designing the industries first sunlight viewable LCD display. Marcia Wagner owns The Wagner Law Group. Marcia is a graduate of Cornell and Harvard Law and has been practicing law for 31 years. Alan, prior to his current career as a successful Broadway producer, was an owner of a nationally renowned broker-dealer in the heavy regulated securities industry. Alan has employed hundreds of people over the years in different communities, as stellar corporate citizens. Terrey is part of the Rasky group which is a lobbyist in the cannabis business in Massachusetts.

Adult Use & Statistics

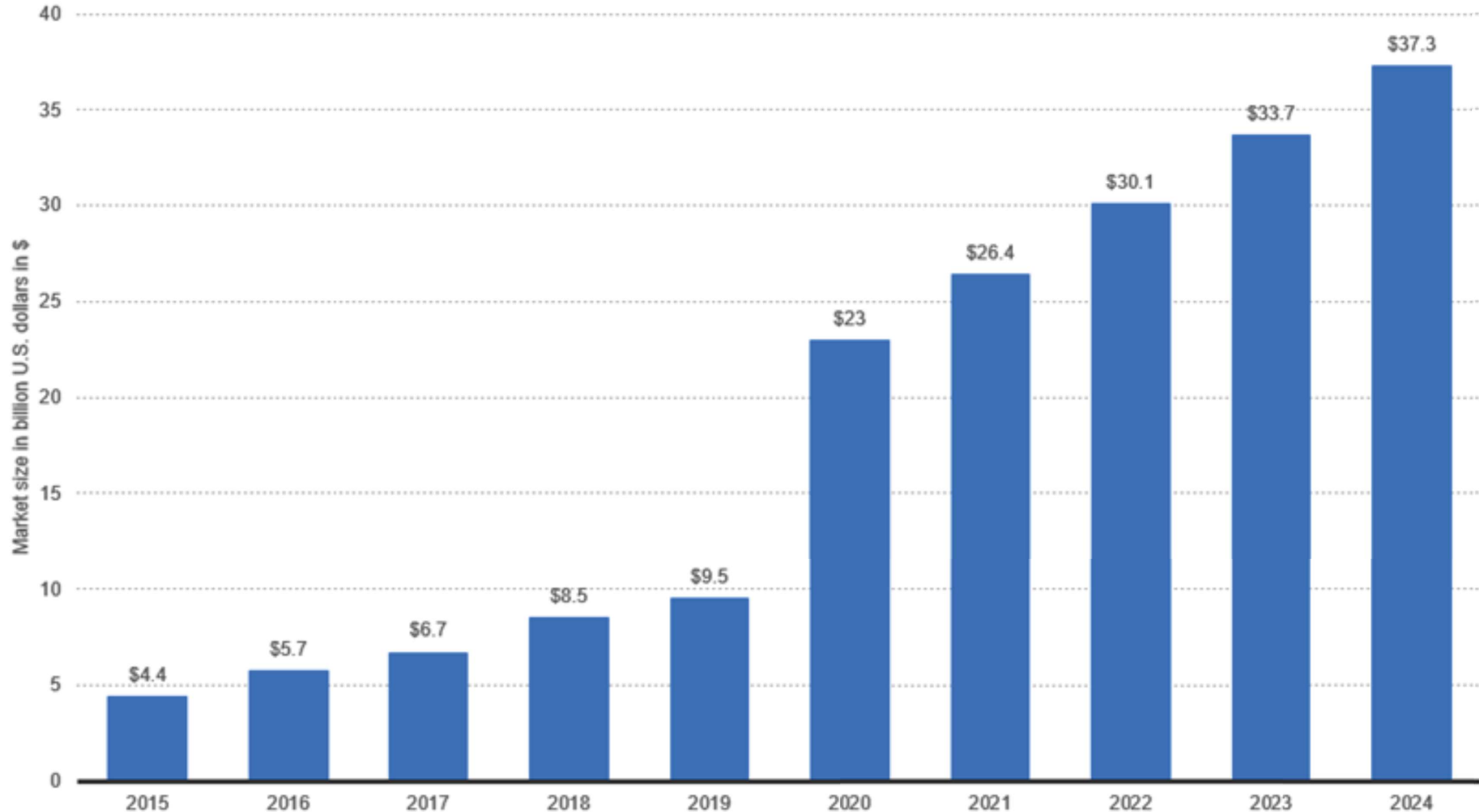
Marijuana is made from the dried leaves and flowers of the hemp plant, Cannabis Sativa. The plant grows in many tropical climates. However, nowadays it can be cultivated by means of indoor technologies almost everywhere in the world. The main active ingredient of cannabis is delta-9-tetrahydro-cannabinol, commonly known as THC.

The federal law regarding marijuana in the U.S. allows state legislators to decide for themselves whether to prohibit marijuana or not. Many state authorities in the U.S. have allowed marijuana for medical use. In addition, more administrative districts are legalizing marijuana for adult use usage. As of 2017, there are nine states in the U.S. in which the adult use of marijuana is legal or the legalization is planned to be approved : Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, Vermont and Washington. The sales of cannabis, for adult use, have grown considerably since 2014, amounting to about ten billion U.S. dollars in 2017.

Marijuana is the least potent of all the cannabis products and is usually smoked in hand-rolled cigarettes. However, marijuana edibles are becoming a popular alternative to smoking. In 2017 the sales of solid and liquid edibles in Colorado averages 35-40% of cannabis sales.

Industry Growth Forecast

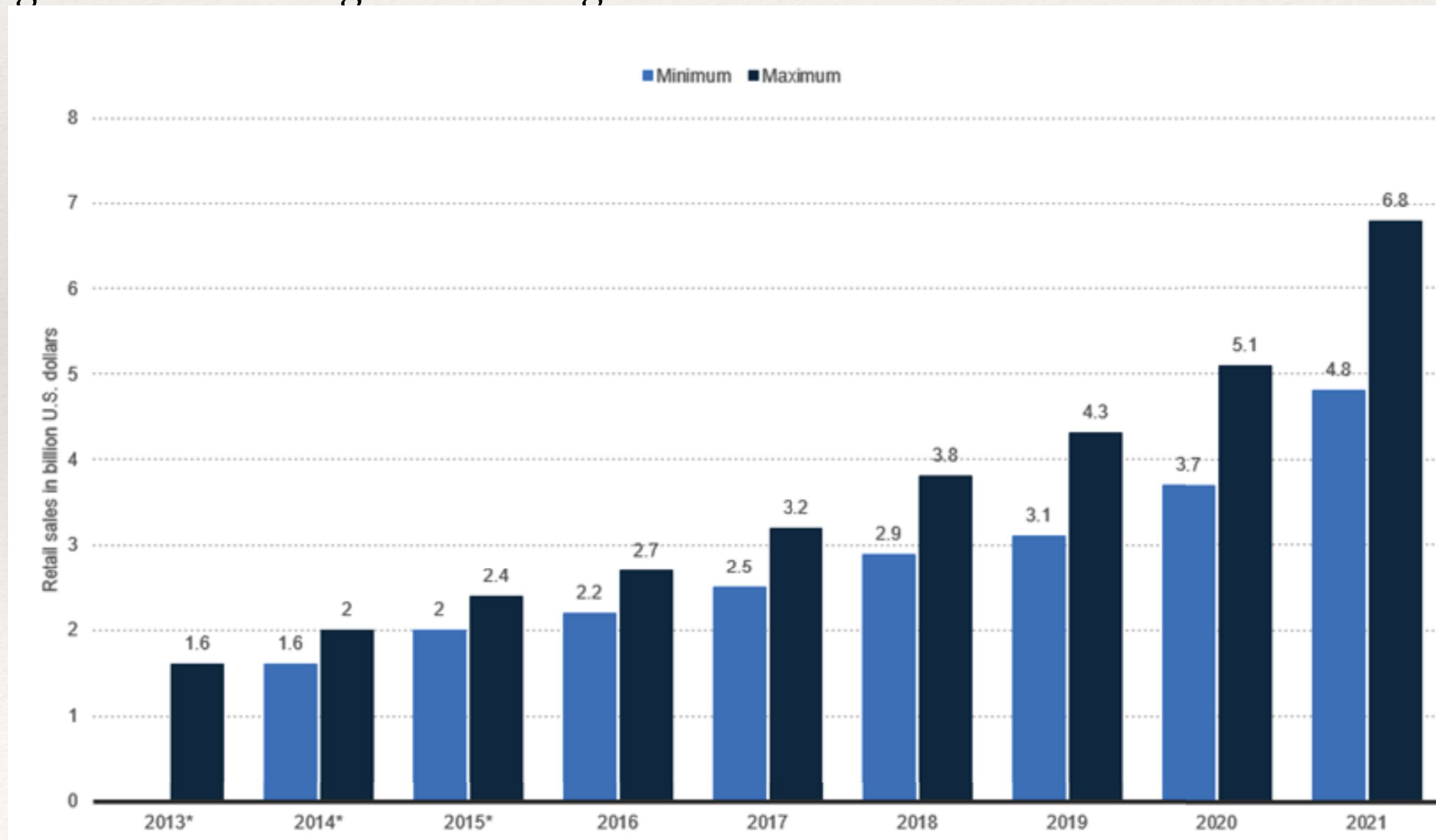
Projected combined recreational and medical marijuana consumer market in the U.S. from 2015 to 2024 (in billion U.S. dollars)*



Source: Statista did-37623-1

Dispensaries/ Retailers

As the sector that interacts with patients and customers, medical and adult use retailers are truly the face of the industry. These businesses are at the end of the supply chain, so their financial performance is one of the more reliable indicators of demand, market size and future opportunities. As seen in the chart below, the retail side of the marijuana industry is expected to see significant revenue growth through 2020.



Retail

The retail locations will be designed as high end “boutique” stores. Successful stores in Colorado have proven that customers are looking for an “experience” when visiting a Marijuana store for the first time. In addition, upscale stores attract higher end clientele with more disposable income.



Cultivators

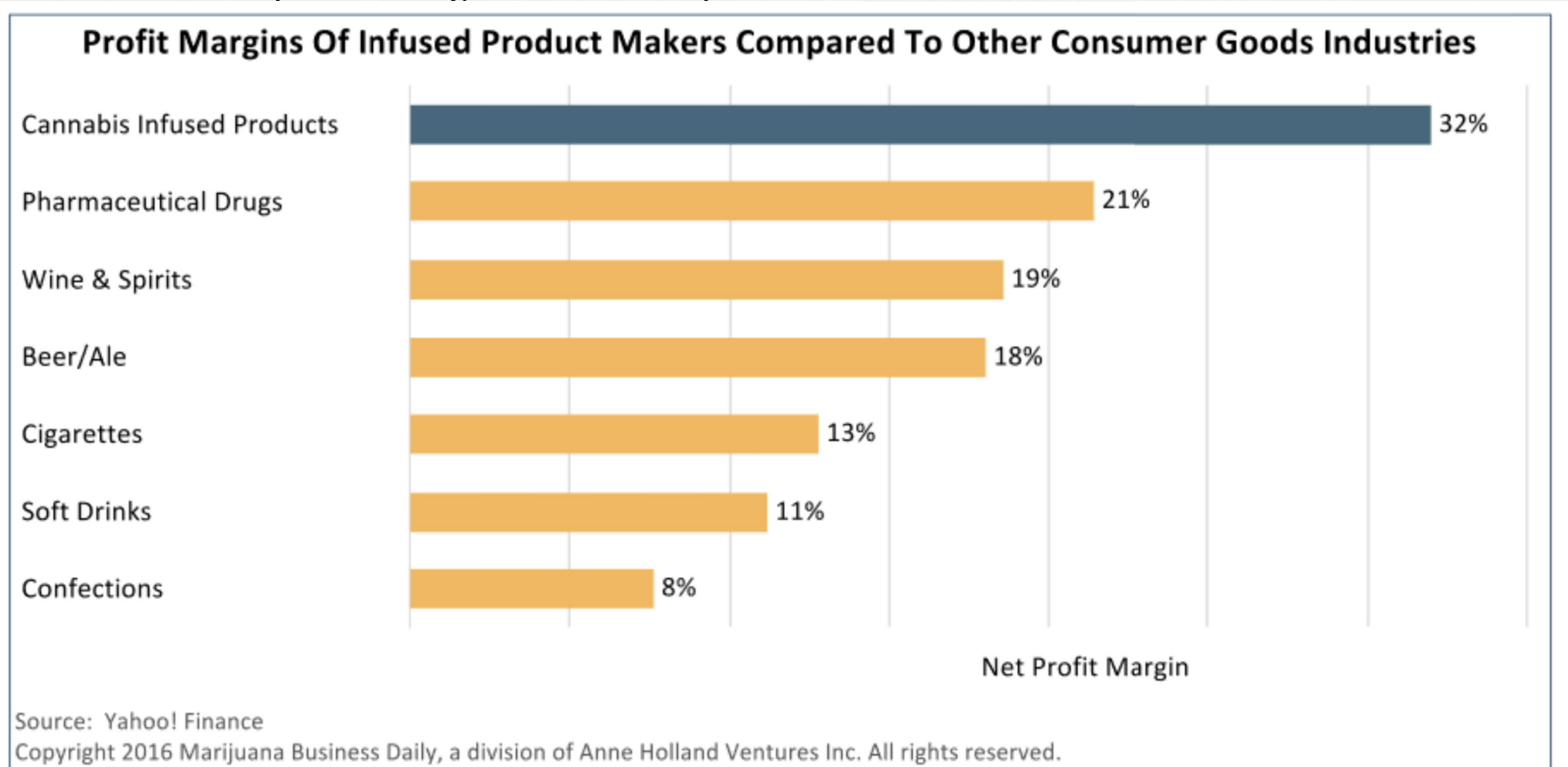
At the heart of the industry are the businesses that actually grow cannabis, whether vertically integrated dispensaries/stores or wholesale cultivators that sell to infused product makers and retailers. One of the most widely discussed topics within the industry is the overall health and safety of the final product, which is almost entirely the result of cultivation practices. Use of pesticides, solvents and even nutrients with heavy metals are frequently the impetus for detailed and complex regulations. We plan on maintaining State approved organic pesticides in the cultivation of 253 cannabis and will make our own nutrients using salts.

By controlling cultivation we will be vertically integrated and we can control the quality of all our products from seed to sale.

Our goal is to provide our customers with consistent high quality products and controlling the supply chain in a new market is critical.

Infused Products/ Edibles

Cannabis infused products – which include concentrates, edibles and topicals – have proven immensely popular in states that allow them. Based on early data out of Colorado and Washington State, where both medical and adult use markets are operational, these products account for a growing portion of overall retail sales with each passing month. The following chart shows the profit margin of infused products.



Product Marketing Strategy

With the limited number of licenses, 253 has decided to not allocate resources on the wholesaling of flower. The fastest growing markets at the retail level is a combination of “edibles” and “concentrates”. Edibles consisting of baked goods, hard / soft candy, tinctures and drinks. Concentrates consisting of oil cartridges for vape pens, wax, shatter and clear. With 253’s CO2 extraction experts we are positioned to manufacture products in these two categories. So based of 800 number of flower lights the forecast for lbs of flower per month is approximately 295 lbs. Trim will contribute approximately 88 lbs. The strategy henceforth will be to top the best flowers for sale thru our retail location. The balance of the plants yields will be used in the processing of edibles and concentrates. This will give us a first mover advantage into the Massachusetts market.

Operations For 2018/2019/2020

- ❖ 1. Submit license applications for Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer by April 1, 2018 (Complete)
- ❖ 2. Submit Documents to obtain building permits for the build out of the three licenses by May 2018 (Complete)
- ❖ 3. Receive provisional licenses from the CCC by Nov 2018. (Complete)
- ❖ 3. Begin build out of the Retail portion by mid June. Note: dependent on local planning department review and issuing of the permit. (Complete)
- ❖ 4. Open the Montague Retail store by Sep 2019 to generate revenues while the cultivation facility is under construction. (Complete)
- ❖ 5. Obtain Certificate of Occupancy for Cultivation and Mfg. by Aug 2019 (Complete)
- ❖ 6. Begin Cultivation /Mfg at Montague site by Oct 2019 (Scheduled pending CCC approval on Oct 10th)
- ❖ 7. Secure Host Agreement with Sturbridge by October and CCC approval by Dec 2019. (In process)
- ❖ 8. Open the Sturbridge Retail store by June 2020 pending the CCC inspection process.

253 Organic LLC

Business Plan: An Overview

Updated:
August 2020

Contact:
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The ART of CANNABIS



Table of Contents

Introduction..... 1-2

- Mission**
- Market**
- Competition**

Team..... 3

Products & Sales..... 4

Production Projections..... 5-6

Marketing..... 7

Environmental Sustainability..... 8

Timeline..... 9

Appendix..... 10-12



The ART of CANNABIS

Mission

To offer quality cannabis products for retail and wholesale customers while providing expert advice and exceptional service.

Market

The Massachusetts Cannabis market continues to grow as we carve out our own niche. Gross sales since retailers opened (Nov 2018) are \$766M (See Appendix A). Since January 1st of this year, gross sales are at \$305M. (gross sales totals calculated on 8/7/2020). Considering that the recreational market was closed for two months of this year, the market is exceptionally strong.

Competition

We have three local retail competitors:

Patriot Care-Greenfield

A medical & recreational dispensary with a product focus on the medical side. Opened in Spring 2018. We do not have a working relationship with them.

Rise (GTI) Amherst

Medical & recreational dispensary. Owned by multi-state operator Green Thumb Industries (GTI). Opened in Spring 2018. We do have a good working relationship with this company. Wholesale transactions do happen between us, showcasing each other's products in our stores.

Silver Therapeutics

Recreational dispensary. Opened early Summer of 2020. We do not have a working relationship with them. The opening of their store does not seem to have had a detrimental effect on our retail sales. Our retail weekly sales are still holding strong.

Wholesale

Every cultivator & manufacturer in the state could be considered a competitor for us on the wholesale market (see Appendix F). However, we have not felt any pressure to find buyers for the products we are producing and have not felt a sense of competition. Massachusetts cannabis is currently a seller's market and we see no evidence of that changing in the short or medium term.

How do we stand up against our competition?

We offer a “craft”, farm-style feel to our products and store. Patriot Care is a multinational conglomerate and GTI is a multi-state conglomerate. We have a clear difference from them in style and presentation. We also allow customers to see buds/flowers before purchasing. Our competitors pre-pack their flower which does not allow for the customer to see what it is they are buying before purchasing.

The products we produce are all certified Kosher. No other supplier in Massachusetts carries this certification. This provides a clear distinction between us and every other supplier. Being certified Kosher, we are held to a higher production standard than non-Kosher manufacturers. With high standards come higher quality products which customers are aware of and seek out.

Our Key Team Members

Seth Rutherford-*Owner/Operator-CEO*

Chris Gallant-*Owner/Operator-CEO*

John Snyder-*COO*

Bambi Rawlings-*CFO*

Zakk Taylor- *Dir. of Cultivation*

Jourdan Ortega- *Production Manager*

Hannah Ward- *Compliance Manager*

Stephen Tremblay- *Store Manager*

Ariel Etheridge- *Marketing Manager*

Brianyn MacLeod- *Wholesale Manager*

John Henderson- *Lab Manager*

Danielle Rouse- *Kitchen Manager*

Products & Sales

Existing customers have been very pleased with our products and service, evident by our fantastic retail store reviews and consistent purchasing from wholesale customers.

Carrying our own product in our retail store seems to have really driven sales up. Our flower first hit the store in February 2020. Looking at monthly sales (see Appendix B), we saw an almost 20% increase in sales once our own product was offered for sale in the store.

One unique trend we have noticed with our store is the greater propensity for our customers to purchase buds and pre-rolls compared to other Massachusetts retailers (see Appendix C,D&E). 72% of our retail sales are from items in the buds and pre-rolls categories.

Current product offerings:

Buds/Flower
Pre-Rolls (buds/flower)
Hydrocarbon Concentrates (wax, batter, crumble, live resin)
Kief
Rosin

Products coming soon (by end of 2020):

Vape Cartridges
Chocolate Bars
Chews
Jellies

As of August 7th, 2020, cultivation has produced 1,180.12 lbs of product. Wholesale sales thus far have been \$710,027.73.

Manufacturing has produced 4,168 units with wholesale sales at \$61,540.

Production Projections

Kitchen-Manufacturing

We are going to start in August 2020 making chocolate bars only. Once we perfect the process of making chocolate bars we will move to jelly's, chews, hard candies and tinctures. For 2021 we only plan on producing 5 lines of edibles. Our goal is to produce one thousand 100mg packs a month of chocolate bars, jellies, chews and hard candies. Half the monthly production would cover our stores' needs. The other half we will wholesale. We will also make tinctures but just for our store.

Projection

- 4000 x 100mg packs @\$18 per 100mg pack wholesale = \$72,000 a month in sales from the kitchen

- 1500 tinctures a year for our store @ \$30 per bottle wholesale = \$45,000 per year in sales

Yearly sales for the kitchen for 2021 = \$909,500.00

For 2021, our plan is to perfect the process for the five product lines we have decided to make. The major factor we need to figure out is how much production our kitchen can handle. May be more than projected.

Lab-Manufacturing

Lab is in full production, except for vape cartridge production. Cart filler will be purchased in August/September 2020.

Projection

- Hydrocarbon Concentrates: 2500g a month @ \$30 per/g wholesale = \$75,000 in monthly sales

- Vape Cartridges: 5000 x .5g carts for our store only @ \$30 = \$150,000 in yearly sales

- Small batch products(rosin, kief, etc.): \$200,000 in yearly sales

- *Distillate: Can be used for cartridge filling, edible making and sold raw on the whole sale market. A “wildcard” product in terms of projected revenue.*

Yearly sales for the lab for 2021 = \$1,250,000

Yearly sales for manufacturing = \$2,159,000.00

Retail

Store is operating as designed. No additions or upgrades are currently planned.

Estimate \$125,000 per week in gross sales

Yearly sales for retail = \$6,500,000.00 annually

Cultivation

Projections based on 300 pounds a month of total crop- bud & trim. No additional equipment or capital expenditures are required to get the cultivation into full production. All systems operating as designed.

100 lbs per month of bulk bud sales @ \$3,750 = \$375,000

- this is for our store and Caroline's Cannabis

100 lbs a month of pre packaged 1/8's @\$32 = \$409,600

- wholesale partners (Canna Provisions, Cannabis Connection of Westfield, Caroline's Cannabis, Rise (GTI), Liberty, Berkshire Roots, SIRA Naturals)

30 lbs per month of pre packed 1/4's smalls @ \$50 = \$96,000

10 lbs per month bulk small buds @\$3,000 per lbs = \$30,000

60 lbs per month bulk trim for the lab @ \$1000 per = \$60,000

Yearly sales for cultivation = \$11,647,200.00

TOTAL YEARLY SALES ESTIMATE: \$20,306,200.00

Marketing

This past year has been a marketing success for 253.

When we first opened our retail store, we spread out a lot of advertising through many mediums. Our advertising allowed readers & viewers to hear about us and learn about our grand opening. These ads were placed in newspapers, magazines, small publications, and online media. Many of these ads ran for about 6 months and we eventually stopped because we felt that we had reached all the people that we could through print media. We had a jar with a sign in the retail store asking customers where they had heard about us. Most responses were “word of mouth”.

We then switched our focus into advertising via billboards and had chosen two billboards to advertise on for different months out of the year. We still have one flight up on a billboard that sits on I-91 and it will come down in November. Although our billboards have had a good run, we feel the billboards have run their course.

In February of 2020, we reached out to an SEO (search engine optimization) company for some help with our digital and website marketing. The SEO primarily helps by placing tracking and meta-tags on our website that allows consumers to find us on search engines based on keywords. We have found a lot of incoming traffic due to the SEO, and our website numbers have skyrocketed since we brought them on board for marketing. One thing that is great about our SEO team, is that they make sure we are being completely compliant with regulations on our website and our social media.

For the future, we hope to build a very solid and strong brand representation in Massachusetts. We hope to develop a mobile application that helps consumers understand our quality of products and what exactly they are getting from us here at 253. We hope to develop QR codes for our packaging, and allow people to fully educate themselves on the products we are selling. We feel that this level of education will positively impact the industry and will push more consumers to buy recreational cannabis from regulated stores, versus the illicit market.

Our Commitment to Environmental Sustainability

Renewable-Sourced Energy

All of the electricity we use at our facility is purchased from renewable energy sources. 100% of our electricity is currently produced by the wind sourced via Secure Energy.

Recyclable & Biodegradable

All of our products are packaged in recyclable packaging that is made in the USA.

Our flower packing is made in the USA, recyclable, biodegradable, and made from food grade materials.

Facility-Wide Composting

We compost all of our compostable waste. This includes cannabis waste from cultivation, lab, kitchen and retail store. Compost is picked up by a certified processor and ends up at local farms in and around Greenfield. Our partners for making this happen are The Compost Coop, Just Roots, and Martins Farm Compost & Mulch.

Timeline

2020 improvements

Purchase and outfit our own delivery vehicle (Sept./Oct.)

2021 capital improvements

*Air shower entrance for cultivation & manufacturing employees - **\$100k***

*Improve the loading dock area. Existing concrete is very pitted and worn. Difficult to move materials. - **\$20k***

*Generator to back up electrical power for grow rooms - **\$1.5M***

*Additional equipment for manufacturing to increase product output and efficiency - **\$150k** =*

Look into purchasing automated equipment to speed up production:

- pre roll machine

- labeling machines

- packaging machines for manufacturing

2021/2022

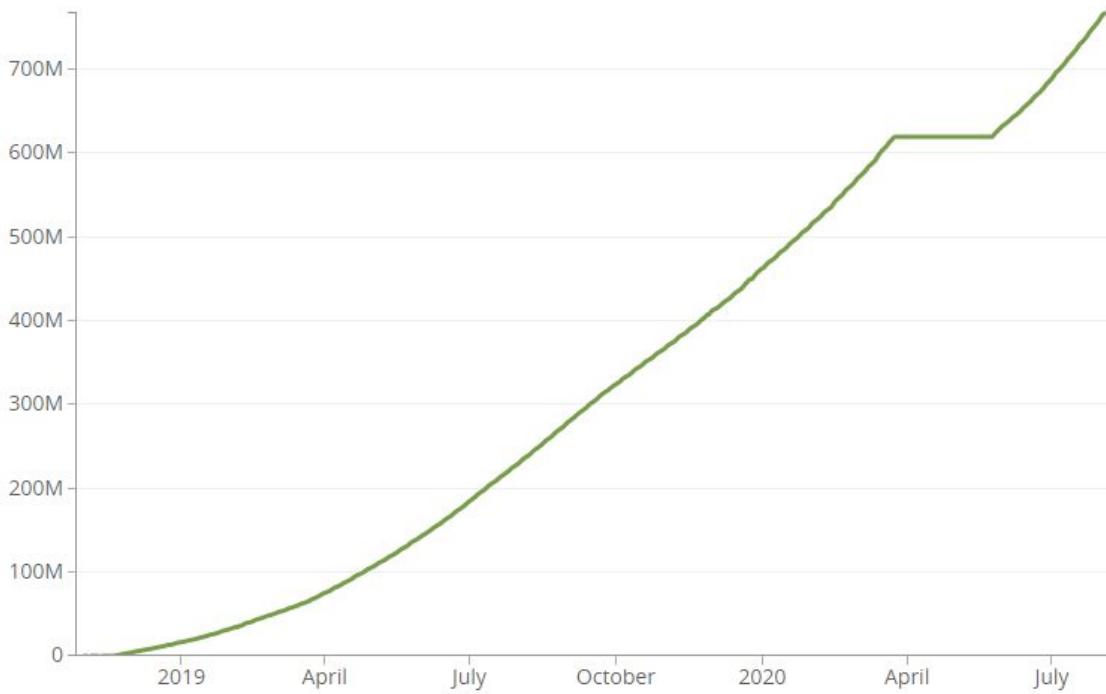
Investigate licensure as an MTC

2022 expansion

We will be looking to expand to a second store and possibly an additional cultivation facility in Montague.

Appendix

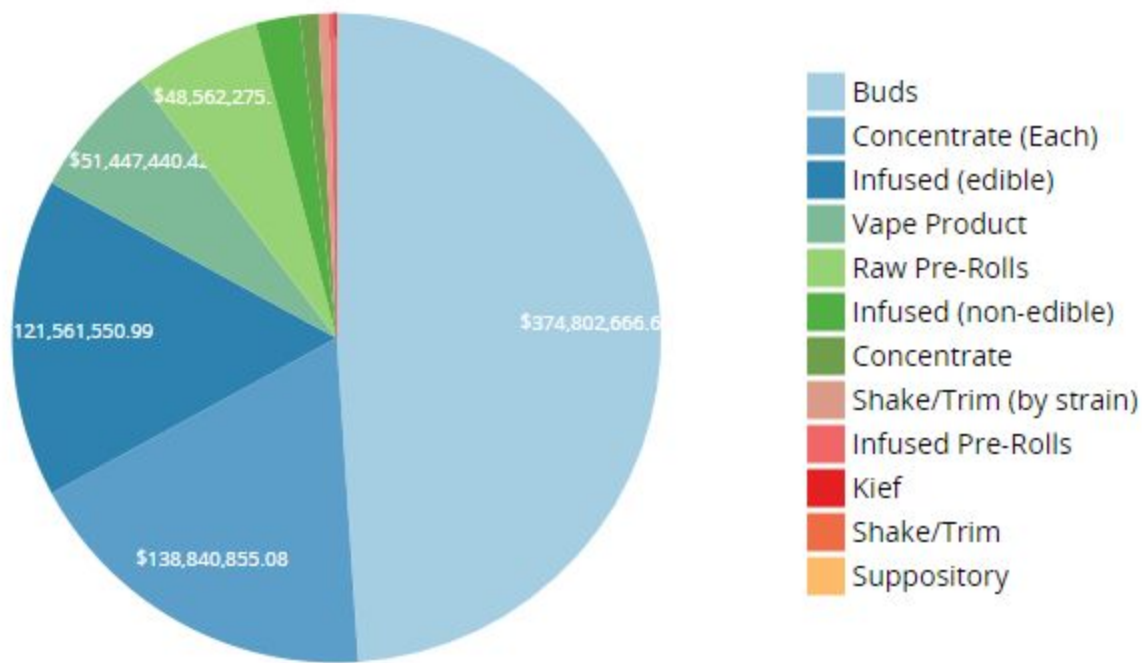
Graph A - Massachusetts Cannabis Gross Sales



Graph B - 253 Turners Falls Retail Store Gross Sales (Since Opening)



Graph C - Massachusetts Sales by Category (since Nov.2018)



Graph D - Store Sales by Category (since Opening)

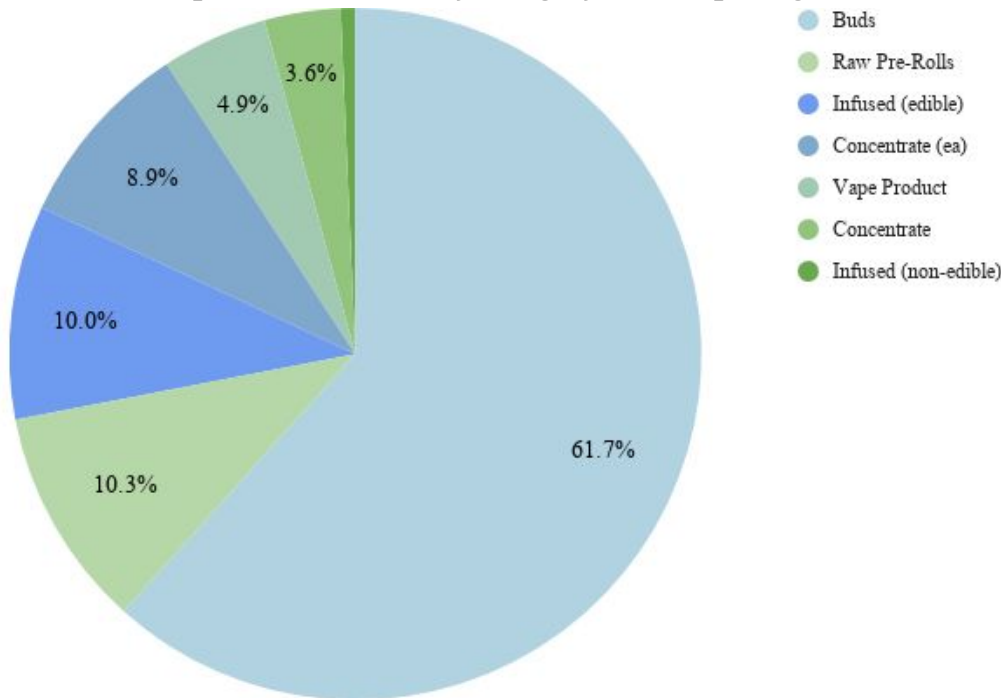


Table E - Store Sales by Category (since Opening)

Product Category	Sales
Buds	\$2,243,791.79
Raw Pre-Rolls	\$375,190.36
Infused (edible)	\$363,744.29
Concentrate (ea)	\$322,731.21
Vape Product	\$179,700.00
Concentrate	\$129,542.92
Infused (non-edible)	\$24,633.44

Table F- Wholesale Competitors List

Alternative Therapies Group – Amesbury	Mayflower Medicinals – Holliston
Berkshire Roots – Pittsfield	Nature's Remedy of MA – Lakeville
Caregiver-Patient Connection – Barre	New England Treatment Access – Franklin
Commcan – Medway	Northeast Alternatives – Fall River
Cultivate Holdings – Leicester	Nova Farms, LLC – Sheffield
Curaleaf Massachusetts – Webster	Patriot Care – Lowell
Garden Remedies – Fitchburg	Revolutionary Clinics – Fitchburg
Good Chemistry of Mass – Bellingham	Rise Holdings – Holyoke
Hope Heal Health – Fall River	Sanctuary Medicinals – Littleton
INSA – Easthampton	Sira Natural – Milford
In Good Health – Brockton	Temescal Wellness of Massachusetts – Worcester
M3 Ventures – Plymouth	The Green Lady Dispensary – Nantucket
Mass Alternative Care – Chicopee	Theory Wellness – Bridgewater and Sheffield
Massgrow – Athol	

253 Organic, LLC Management Operations and Policies

A) Hours of Operation

The Cultivation, Kitchen, Extraction location will be operating between the hours of 7:00 a.m. And 6:00 p.m.

The Retail Dispensary location will be operating between the hours of 9:00 a.m. And 8:00 p.m.

B) Job Descriptions and Employment Contracts

1. Job Descriptions and Employment Contracts

Attached as Exhibit A are the Job Descriptions of key positions within the Facilities. Each description includes a more detailed description of the Personnel Duties and Responsibilities, Authority, and Qualifications of each position. Those positions include:

- 1.a. Director of Operations
- 1.b. Cultivation Manager
- 1.c. Dispensary Manager
- 1.d. Kitchen Manager
- 1.e. Extraction Manager
- 1.f. Harvest Quality Control Technician

2. Personnel Supervision

The Director of Operations (Seth Rutherford) is responsible for all employee supervision at the Company. There will be four intermediary managers. All cultivation employees will report to the Cultivation Manager. All kitchen employees will report to the Kitchen Manager. All extraction employees will report to the Extraction Manager. All Dispensary employees will report to the Dispensary manager.

3. Training & Confidentiality 935 CMR 500.105 (B)

The Cultivation, Kitchen, Extraction, Dispensary Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the cultivation building. The Dispensary Manager will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Dispensary building. Such training will cover no less than 8 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Attached as Exhibit M is a copy

253 Organic, LLC Management Operations and Policies

of the Employee Training Acknowledgement Form. Training topics conducted by the Manager(s) will include:

- 3.a. Employee Handbook and Job Descriptions
- 3.b. Employment Laws and Employee Rights
- 3.c. Cultivation Operations and Administration as detailed in (935 CMR 500.105)
- 3.d. Kitchen/Extraction Operations and Administration as detailed in (935 CMR 500.105)
- 3.e. Dispensary Operations and Administration as detailed in (935 CMR 500.105)

4. Performance Evaluations

The Manager(s) will conduct in-person employee performance evaluations for all new employees after 6 months of employment and for all current employees no less than annually, within the cultivation building. Performance evaluations will be recorded on the Employee Performance Evaluation Form attached as Exhibit C.

5. Disciplinary Actions

The Manager(s) will be responsible for taking disciplinary actions against any employee. The Managers will follow the guidelines of the Progressive Discipline Policy attached as Exhibit D. Disciplinary action will be documented by the Manager(s) according to the requirements of the attached Progressive Discipline Policy and regulations promulgated by the Commission.

6. Employment Contracts

The Company will not utilize written employment contracts with any of its employees. All of the Companies employees will be employed under verbal at-will contracts, subject to the terms and conditions of the Employee Handbook attached as Exhibit E.

D) Terms

- 1. Marijuana will be referenced in this document as “*cannabis*”
- 2. Cultivation, Kitchen, Extraction will be referenced as “Cultivation” as they are in the same building

253 Organic, LLC Management Operations and Policies

3. Employee's with approved Marijuana Establishment Agent Registration Card will be referred to as “agent(s)”
4. 253 Organic, LLC will be referred to as “ Company” and refers to activities of Cultivation, Dispensary, Kitchen and Extraction.
5. Retail Dispensary will be referred to as “ Dispensary”
6. Cultivation, Dispensary, Kitchen and Extraction individually are referred to as a “site(s)”

E) Business Records (935 CMR 500.105 (I))

1. Records

The Companies business records shall be created, stored, maintained and retained by the Dispensary in accordance with all rules and regulations promulgated by the Commission, and applicable City and County Ordinances, as well as any other applicable rules, regulations and laws. The Company will maintain business records according to the requirements of the Document Retention Policy attached as Exhibit F. Maintained business records will include, but not be limited to the following items:

- a. Corporate Records
- b. Accounting and Financial Records
- c. Correspondence and Internal Memoranda
- d. Electronic Documents
- e. Legal Files and Papers
- f. Insurance Records
- g. Payroll Documents
- h. Personnel Records
- i. Property Records
- j. Tax Records
- k. Media/Marketing Materials
- l. Miscellaneous Records

2. Retention

a.a. Method(s)

253 Organic, LLC Management Operations and Policies

The method of the Companies business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the method of retention for a given business record.

a.b. Time-Frame

The time-frame of the business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the time-frame of retention for a given business record.

F) Inventory Control (935 CMR 500.105 (H)(3)(4))

The Company has contracted with and will utilize at all times a comprehensive internet-based cannabis inventory control system known as Flowhub.

1. Inventory Control System

The Companies inventory control system, known as Flowhub, is an internet-based comprehensive cannabis inventory and sales tracking system that is guaranteed to comply with all Commission's regulations pertaining to the cultivation, processing, tracking, identification, transfer, transportation and sale of cannabis. The Flowhub inventory control system is both Cultivation, Infused Products, Dispensary, Extraction focused, allowing for:

- a. Tracking of every cannabis plant, nutrient, watt, drop and yield within the Dispensary or its cultivation site*
- b. Tracking of every cannabis plant from seed to sale*
- c. Tracking of nutrients, schedules, yields, environmental variables and grow costs*
- d. Capture of historical data and test results*
- e. Provision of batch and plant tracking*
- f. Creation of Commission approved dispatch and trip plans*
- g. Tracking of shake, spillage, evaporation, edibles, concentrates and any theft*

The Site's will document each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable cannabis, and ending inventory by requiring its agents to input all such information into the Flowhub inventory control system on a daily basis. The Site's agents will also be required to input into the Flowhub inventory control system, on a daily basis, all information pertaining to:

- a. Acquiring cannabis from another cultivation facility*
- b. Acquiring cannabis from another dispensary or another dispensary's cultivation site*

253 Organic, LLC Management Operations and Policies

- c. Each batch of cannabis cultivated by the Dispensary's cultivation site
- d. Provision of cannabis to another dispensary
- e. Receiving cannabis infused edible products from another dispensary

2. Disposal of Unusable Cannabis (935 CMR 500.105)

The Company will establish and implement an inventory control system for the cannabis that documents the disposal of cannabis that is not usable cannabis. The Site's will require the use of the Cannabis Disposal Form attached as Exhibit G to document any such disposal, which will include the description of and reason for the cannabis being disposed of including, if applicable, the number of any failed or unusable plants; the date of disposal; the method of disposal; the name and registry identification number of the site agent responsible for the disposal. The Company will contract with one or more waste removal companies in compliance to (935 CMR 500.105 (L)) to provide the cultivation with an on-site waste refuse container, into which any responsible dispensary agent will deposit any cannabis that is not usable, as well as remove the contents of the on-site waste refuse container on a continuous basis and dispose of it as waste is customarily disposed of by waste removal companies.

3. Designated Agent For Inventory Control

The Site(s) Operations Manager(s) will have oversight of, and maintain, their site's cannabis inventory control system.

4. Methods of Acquiring Cannabis

The Dispensary will in general acquire cannabis from the Cultivation site, another dispensary or another dispensary's cultivation site. The Dispensary/Cultivation will not acquire cannabis from any other source.

Procedure: *The Dispensary/Cultivation will follow the methods listed below in the event of any acquisition or provision of cannabis or related products:*

- a. Acquiring cannabis from another dispensary or another dispensary's cultivation site:

After approval by the Dispensary General Manager or Director of Operations, all such acquisitions will take place either within the Dispensary building by physical delivery from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, acquired by one of the Dispensary's dispensary agents and documented by a trip plan as required by the Commission's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve or reject all deliveries of cannabis into the

253 Organic, LLC Management Operations and Policies

Dispensary's building, whether from a dispensary agent of another dispensary or from the Dispensary's own dispensary agent bringing such acquisition into the Dispensary's building. The Dispensary will utilize its Flowhub inventory control system to document its acquisition of cannabis from a dispensary agent of another dispensary and will input all required information (see below) regarding such acquisition into the Flowhub system immediately upon receiving any cannabis into the Dispensary building and accepting such acquisition. The required information to be input by a dispensary agent upon any acquisition of cannabis from a dispensary agent of another dispensary will include:

1. A description of the cannabis acquired including the amount, strain, and batch number
2. The name and registry identification number of the dispensary and dispensary agent who provided the cannabis
3. The name and registry identification number of the dispensary agent receiving the cannabis on behalf of the dispensary
4. The date of acquisition.

b. Cannabis cultivated at the Cultivation site:

The Cultivation will utilize its Flowhub inventory control system to document its cultivation of cannabis at its cultivation site and will input all required information (see below) regarding such cultivation into the Flowhub system. The required information to be input by an agent pertaining to the cultivation of cannabis within the Cultivation site will include:

1. The batch number
2. Whether the batch originated from cannabis seeds or cuttings
3. The origin and strain of the cannabis seed or cutting planted
4. The number of cannabis seeds or cuttings planted
5. The date the cannabis seeds or cuttings were planted
6. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers used in the cultivation
7. Harvest information including the date of harvest, the final processed usable cannabis yield weight, the name and registry identification number of the dispensary agent responsible for the harvest

253 Organic, LLC Management Operations and Policies

8. The disposal of cannabis that is not usable cannabis including the description of and reason for the cannabis being disposed of including, if applicable, the number of any failed or unusable plants; the date of disposal; the method of disposal; the name and registry identification number of the dispensary agent responsible for the disposal

c. Provision of cannabis to another dispensary:

After approval by the Dispensary's General Manager or the Director of Operations, all such provisions will take place either within the Dispensary building by physical retrieval from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, delivered by one of the Dispensary's dispensary agents, physically retrieved by a dispensary agent of another dispensary, and documented by a trip plan as required by the Department's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve all provision of cannabis to another dispensary. The Dispensary will utilize its Flowhub inventory control system to document its provision of cannabis to a dispensary agent of another dispensary and will input all required information (see below) regarding such provision into the Flowhub system immediately upon releasing any cannabis from the Dispensary building. The required information to be input by a dispensary agent upon any provision of cannabis to a dispensary agent of another dispensary will include:

1. The amount, strain, and batch number of cannabis provided
2. The name and registry identification number of the other dispensary
3. The name and registry identification number of the dispensary agent who received the cannabis on behalf of the other dispensary
4. The date the cannabis was provided
5. The cannabinoid profile of the cannabis within the package, including THC and other cannabinoid levels
6. Symbol....TBD by March 15

d. Receiving cannabis infused edible products from another dispensary:

After approval by the Dispensary's General Manager or the Director of Operations, all such acquisitions will take place either within the Dispensary

building by physical delivery from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, acquired by one of the Dispensary's agents and documented by a trip plan as required by the Commission's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve or reject all deliveries of cannabis infused edible products into the Dispensary's building, whether from an agent of another dispensary or from the Dispensary's own agent bringing such acquisition into the Dispensary's building. The Dispensary will utilize its Flowhub inventory control system to document its acquisition of cannabis infused edible products from an agent of another dispensary and will input all required information (see below) regarding such acquisition into the Flowhub system immediately upon receiving any cannabis infused edible products into the Dispensary building and accepting such acquisition. The required information to be input by an agent upon any acquisition of cannabis infused edible products from an agent of another dispensary will include:

1. A description of the edible food products received from the dispensary including total weight of each edible food product and estimated amount and batch number of the cannabis infused in each edible product
2. Total estimated amount and batch number of cannabis infused in the edible food products
3. The name and registry identification number of the dispensary and the dispensary employee providing the edible food products to the receiving dispensary and dispensary agent receiving the edible food products on behalf of the receiving dispensary
4. The date the edible food products were provided to the Dispensary

5. Packaging/Storage (935 CMR 500.105 (K))

The Dispensary will package the great majority of its cannabis, and infuse and package all of its edibles, concentrates, at the cultivation site. After the opening of the Companies Cultivation site and on an ongoing basis, a large percentage of the Dispensary's cannabis will be packaged and stored in a safe room at the Companies Cultivation building in compliance to 935 CMR 500.110 (G)(I)(C)). With the exception of bulk packaged cannabis that will be transferred directly from the Companies Cultivation site to another dispensary or another dispensary's cultivation site, all usable cannabis cultivated at the Companies Cultivation site will be packaged and sealed in the exact amounts that it will be sold at the Dispensary's building (grams, fractions of ounces and full ounces). For the percentage of the Dispensary's cannabis that will be packaged at the Dispensary building, all such

253 Organic, LLC Management Operations and Policies

cannabis will be visually inspected and weighed in bulk by the General Manager to ensure the integrity of the cannabis in terms of strain, content, and amount. Thereafter, such cannabis will be broken down into smaller amounts (grams, fractions of ounces and ounces) and weighed to confirm weight accuracy. The cannabis will then be packaged and sealed into plastic bags of differing sizes that are transparent on one side, using a heat iron or packed into high-quality glass containers with a rubber air-tight seal around the circular opening of such glass containers. The cannabis will then be labeled with the required labeling information (see below). All handling of cannabis throughout the acquisition, inspection, weighing, packaging and labeling process will be done by the Dispensary's agents under strict cleanliness, security and sanitary controls as required by the Commission's regulations (105 CMR 300.000). All labels affixed to the Dispensary's packaged cannabis will be placed either on the outside of the plastic bags or the glass container. The information on all such labels will include:

- a. For all cannabis provided by the Dispensary to another Dispensary, the Dispensary will ensure that such cannabis is labeled with:
 1. The Dispensary's registry identification number
 2. The amount, strain, and batch number of marijuana
 3. The date of harvest or sale
 4. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation and production of the Cannabis

6. Audits

The Site's Director of Operations will have oversight of the Companies inventory control and will conduct and document an audit of the companies inventory that is accounted for according to generally accepted accounting principles at least once every 30 calendar days. The Director of Operations will perform any audit by using reports generated from the Flowhub inventory control system that indicate the companies current inventory and comparing such reports to the individual site's actual physical inventory, which the Director of Operations will tally by physically counting the inventory and manually recording the totals. If a periodic inventory audit identifies a reduction in the amount of cannabis in the cultivation's inventory not due to documented causes, the Director of Operations will determine where the loss occurred and take and document corrective action using the Loss or Theft Report Form attached as Exhibit H. If any reduction in the amount of cannabis in the Site(s) inventory is due to suspected criminal activity by a dispensary agent, the Site(s) will report the dispensary agent to the Commission and to local law enforcement authorities and take and document corrective action using the Loss or Theft Report Form attached as Exhibit H.

7. Records Retention (935 CMR 500.105 (I))

253 Organic, LLC Management Operations and Policies

The Company will maintain the inventory control documentation and records described above at the dispensary in compliance with the Document Retention Policy attached as Exhibit F for at least five years from the date on the inventory control document, and upon request, provide the required inventory control documentation to the Commission for review in either electronic or print format. The Companies inventory control documentation and records will include all categories of documents listed in Section II (Accounting and Financial Records) of the Document Retention Policy and will be stored both within the cultivation's electronic servers and the internet-based Flowhub inventory control system.

G) General

1. Posting of Required Information

The Company will post the following information in a place that can be viewed by the individuals entering any site:

- 1. The Site's approval to operate;*
- 2. The Site's registration certificate;*

The Director of Operations shall ensure that this posting is in place at all times during the Cultivation operating hours.

2. Policy & Procedure Review

The Company will review its policies and procedures at least once every 12 months from the issue date of its Site's registration certificate and update as needed. The Company will ensure that all policies and procedures maintained for inspection are the most recent versions with all revisions incorporated therein. The Company will use the Policies and Procedures Review Log attached as Exhibit I, which will be kept in a binder containing all policies and procedures in hard copy, available for inspection in the reception area of the cultivation/dispensary buildings in order to ensure timely review of its policies and procedures.

H) Cleaning and Sanitation

1. Maintenance of Dispensary/Cultivation Building and Equipment

253 Organic, LLC Management Operations and Policies

The Cultivation will ensure that any building or equipment used by the Cultivation for the cultivation, harvest, preparation, packaging, storage, infusion, or sale of cannabis is maintained in a clean and sanitary condition. The Site's will maintain and enforce a routine cleaning schedule to ensure that the buildings and all equipment is maintained in a clean and sanitary condition.

2. Quality Control/Protection of Cannabis (935 CMR 500.000)

The Cultivation site will ensure that cannabis in the process of production, preparation, manufacture, packing, storage, sale, distribution, or transportation is protected from flies, dust, dirt, and all other contamination. In addition to the use of sealed containers, the Cultivation will routinely test samples of cannabis in its possession for any contaminants listed above in addition to THC and cannabinoid profiles. In the event any such contaminants are detected, the cannabis will be disposed of in accordance to the policies and procedures herein.

3. Removal of Refuse or Waste (500.105 (L))

The Company will ensure that refuse or waste products incident to the manufacture, preparation, packing, selling, distributing, or transportation of cannabis are removed from the buildings used at a site at least once every 24 hours or more often as necessary to maintain a clean condition. The Site's will develop and implement a plan for removal of refuse and waste approved by the Commission . The Site's will ensure that various agents will share the responsibility of removing refuse or waste each night before closing, and when necessary. Cannabis remnants or by-products shall be disposed of according to an approved plan and not placed within the facility's exterior refuse container.

4. Cleaning of Equipment

The Cultivation will ensure that all trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, or the machinery used in moving, handling, cutting, chopping, mixing, canning, packaging, or other processes are cleaned daily. The Cultivation will ensure that various agents will share the responsibility of cleaning equipment each night before closing, and when necessary.

5. Protection of Edibles

The cultivation/kitchen will ensure that, if applicable, all edible foods are securely covered. The cultivation/kitchen will ensure that all edibles are properly packaged and kept in a secure manner to prevent airborne or contact contamination. All edible products shall be prepared, handled, and stored in compliance to sanitation requirements in 105 CMR 500.000 and “Good Manufacturing Practices for Food”, and with the requirements for food handlers specified in 105 CMR 300.000

6. Agent Hand Cleansing

The Cultivation will ensure that while in the Cultivation site, an agent will clean their hands and exposed portions of their arms in a hand washing sink:

- 1. Before preparing cannabis including working with food, equipment, and utensils;*
- 2. During preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;*
- 3. After handling soiled equipment or utensils;*
- 4. After touching bare human body parts other than the dispensary employee's clean hands and exposed portions of arms; and*
- 5. After using the toilet room.*

7. Agent Hygiene

The Site's will ensure that while in the site, if working directly with the preparation of cannabis or the infusion of cannabis into non-edible products, an agent employee will:

- 1. Keep fingernails trimmed, filed, and maintained so that the edges and surfaces are cleanable;*
- 2. Unless wearing intact gloves in good repair, not have fingernail polish or artificial fingernails on the agent's fingernails; and*
- 3. Wear protective apparel such as coats, aprons, gowns, or gloves to prevent contamination.*

8. Dispensary Employee Clothing

The Cultivation will ensure that while in the Cultivation site, an agent will wear clean clothing appropriate to assigned tasks.

9. Reporting of Adverse Health Conditions

The Company will ensure that while in any site, an agent will report to the Director of Operations any health condition experienced by the agent that may adversely affect the safety or quality of any cannabis with which the agent may come into contact. The Company will ensure that all agents receive appropriate training regarding reporting adverse health conditions that the policy regarding reporting is enforced.

10. Determination of Adverse Health Condition

If the Director of Operations determines that an agent has a health condition that may adversely affect the safety or quality of the cannabis and, the Site(s) will prohibit the agent from direct contact with any cannabis or equipment or materials for processing cannabis until determined that the employee's health condition will not adversely affect the cannabis. The Company will ensure that all agents receive appropriate training regarding reporting adverse health conditions and that the policy regarding reporting is enforced.

I) Agent Registry Identification Card and Requirements

1. Possession of Agent Registry Identification Card

The Company will ensure that each site has the agent's registry identification card in the agent's immediate possession when the agent:

- 1. Is working at the any site, or*
- 2. Is transporting cannabis for the Dispensary/Cultivation.*

Procedure: *No agent shall enter the Dispensary/Cultivation sites without first showing his/her agent registry identification card to the agent overseeing access and proving that he/she is in actual possession of the registry identification card. The Director of Operations will periodically check with agents within the Dispensary/Cultivation*

253 Organic, LLC Management Operations and Policies

building to verify that agents have their registry identification cards in their immediate possession.

253 Organic, LLC Management Operations and Policies

2. Agent Accompaniment/Diversion

The Site's will ensure that an agent accompanies any individual other than another company agent associated with the Site's when the individual is present in the enclosed, locked facility where cannabis is cultivated or processed.

Procedure: *Access to the Companies sites by individuals other than agents shall be supervised by the Director of Operations according to the following:*

1. *The Director of Operations must approve the entrance of any individual other than an authorized company agent into the Cultivation site.*
2. *Upon approval by the Director of Operations, an individual will be required to sign a logbook registering both the time in and the time out of the Cultivation site.*
3. *The Director of Operations will assign an agent to accompany the individual at all times that the individual is within the site.*
4. *The Director of Operations will ensure that upon exiting the Cultivation site, an accompanied individual will not have removed any cannabis or related products from the Cultivation site.*

3. Agent Registry Identification Card Requirement (500.030)

The Company will not allow an individual who does not possess an agent registry identification card issued under the appropriate Site(s) registration certificate to:

1. *Serve as a principal officer or board member for the Company;*
2. *Be employed by the Company*

Procedure: *Prior to opening, the Company will ensure that all above-listed individuals have received an agent registry identification card. Any above-listed individual that does not obtain such a card will not be permitted to: be in the Dispensary building, cultivation site, extraction or kitchen, serve as a principal officer or board member for the Company, or be employed by the Company.*

4. Notice of a Site's Agent Termination

The Company will provide written notice to the Commission, including the date of the event within ten working days after the date, when a site agent no longer:

1. *Serves as a principal officer or board member for the Company;*

253 Organic, LLC Management Operations and Policies

2. *Is employed by the Dispensary, cultivation, extraction or kitchen;*

Procedure: *The Company will maintain an automatic notification system for renewals of registry identification cards and ensure that all renewals are achieved prior to the expiration of any registry identification card for any of the individuals listed above. In the event that a site's agent changes status as described above, the Company will ensure that the Commission is immediately notified and it shall be the responsibility of the Director of Operations to do so.*

J) Physical Plant and Requirements of Dispensary and Cultivation Location

1. 1000 Feet From School (Note: per federal guidelines)

The Dispensary and its cultivation site are (and will always be) located at least 1000 feet from a private school or a public school that existed before the date the Dispensary or Cultivation submitted its initial dispensary registration certificate application.

2. Parking

The Dispensary/Cultivation/Kitchen has onsite parking and parking adjacent to the Dispensary/Cultivation/Kitchen buildings.

3. Facility Amenities

The Dispensary and its Cultivation site have:

1. *At least one toilet room;*
2. *Each toilet room shall contain:*
 - a. *A flushable toilet;*
 - b. *Mounted toilet tissue;*
 - c. *A sink with running water;*
 - d. *Soap contained in a dispenser; and*

253 Organic, LLC Management Operations and Policies

e. Disposable, single-use paper towels in a mounted dispenser or a mechanical air hand dryer;

3. At least one hand washing sink not located in a toilet room;

4. Designated storage areas for cannabis or materials used in direct contact with cannabis separate from storage areas for toxic or flammable materials; and

5. If preparation or packaging of medical marijuana is done in the building, a designated area for the preparation or packaging that:

a. Includes work space that can be sanitized, and

b. Is only used for the preparation or packaging of cannabis

4. Commercial Weighing Devices

For each commercial device used at the Dispensary/Cultivation site, it will:

1. Ensure that the commercial device is licensed and certified.

2. Maintain documentation of the commercial device's license or certification, and

3. Provide a copy of the commercial device's license or certification to the Commission for review upon request.

5. Maintenance of a Single, Secure Entrance

The Dispensary and Cultivation sites will have a single secure entrance. Through the use of a single, secure entrance into the site's building, the site's will implement appropriate security measures to deter and prevent the theft of cannabis and unauthorized entrance into areas containing cannabis.

6. Prohibition Against On-Site Consumption

The Company will not permit any person to consume cannabis on the property of the Site's. The Company will require that all employees sign a form stating that they

253 Organic, LLC Management Operations and Policies

understand the relevant policies and procedures and agree to abide by them, including the prohibition of consuming cannabis on the property of any site. The Site's will post signs inside the buildings and enforce the policy.

K) Security (935 CMR 500.110)

1. Limited Access

The Company will restrict access to the areas of the Dispensary/Cultivation site that contain cannabis and at the kitchen/extraction site, to authorized individuals only. No persons under the age of 21 are allowed into the body of the Cultivation, Dispensary, Kitchen, Extraction, not including the waiting room.

Procedure: *Access to Cultivation, Dispensary, Kitchen, Extraction other than company agents shall be supervised by the Director of Operations according to the following:*

1. The Director of Operations must approve the entrance of any individual other than an authorized agent into any site.
2. Upon approval by the Director of Operations, an individual will be required to sign a logbook registering both the time in and the time out of the site.
3. The Director of Operations will assign an agent to accompany the individual at all times that the individual is within the site.
4. The Director of Operations will ensure that upon exiting the Cultivation site, an accompanied individual will not have removed any cannabis or related products from the site.

a. Unauthorized Access

To prevent unauthorized access to cannabis at the Companies buildings, the buildings have security equipment to deter and prevent unauthorized entrance into limited access areas that includes devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device. In addition, a burglar alarm shall be installed that will activate upon motion via entrance through the doors, glass, rooftop access and cover any shared wall. The alarm shall be monitored by an alarm company.

b. Identification

The Company will provide for the accurate and continuous identification of individuals authorized to enter the Site's.

c. Security Equipment

The Company has security equipment to deter and prevent unauthorized entrance into limited access areas that includes devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device. In addition, a burglar alarm shall be installed that will activate upon motion via entrance through the doors, glass, rooftop access and cover any shared wall. The alarm shall be monitored by an alarm company.

c.i. Intrusion Detection

The Company will comply with all Commission and City rules and regulations with regard to mandatory security and monitoring devices to prevent and detect unauthorized intrusion into the cultivation/dispensary building. The Company will contract with a security and alarm monitoring company to conduct in-person and remote surveillance of the cultivation/dispensary buildings on a 24/7 basis. In addition, during business hours, the Operations Manager will ensure that all electronically restricted access controlled doors are properly secured and set to alarm as a result of any unauthorized intrusion. During non-business hours, the Director of Operations will ensure that the security system is armed and operational by securing all interior doors, electronically restricted access doors, and the exterior door and setting the security system by way of a confidential access code.

c.ii. Exterior Lighting

To prevent unauthorized access to cannabis at any location around or in the buildings, the Company has security equipment to deter and prevent unauthorized entrance into limited access areas that includes exterior lighting to facilitate surveillance.

Procedure: *At a minimum, the Site's shall maintain lighting to provide a minimum of 2-foot candles of light throughout all parking lots and the exterior entrance of the Dispensary/Cultivation building. The Director of Operations will ensure that all such lights are properly working at all times.*

c.iii. Electronic Monitoring

253 Organic, LLC Management Operations and Policies

The Company will conduct electronic monitoring both in and around its site. The Company will conduct electronic video monitoring of all visitors in the parking lot and in the entry area of the Building site.

Procedure: *All customers entering the Cultivation shall remove their hats, sunglasses, and other similar objects, which obstruct physical identification. This shall not apply to clothing worn over the face for established religious reasons. At all times during business hours, at least one site agent within the site will be tasked with monitoring the electronic video monitoring systems and responding to any issues of security or safety that may arise. To prevent unauthorized access to cannabis at the site, the site has security equipment to deter and prevent unauthorized entrance into limited access areas that includes electronic video and visual monitoring, including but not limited to:*

1. At least one 19 inch or greater call-up monitor;
2. A video printer capable of immediately producing a clear still photo from any video camera image;
3. Video cameras that: (1) Provide coverage of all entrances to and exits from limited access areas and all entrances to and exits from the building, capable of identifying any activity occurring in or adjacent to the building; and (2) Have a recording resolution of least at 704 x 480 or the equivalent;
4. A video camera in each grow room capable of identifying any activity occurring within the grow room in low light conditions;
5. Storage of video recordings from the video cameras for at least 90 calendar days;
6. A failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system; and
7. Sufficient battery backup for video cameras and recording equipment to support at least five minutes of recording in the event of a power outage.

The Director of Operations will be responsible for ensuring that all electronic video and visual monitoring security equipment is properly functioning at all times.

c.iv. Panic Buttons

The Company will install and maintain working panic buttons in the interior of the Cultivation/Dispensary sites. All agents at the site will have

253 Organic, LLC Management Operations and Policies

access to and be made aware of the location of multiple panic buttons throughout the sites.

Procedure: *All Company employees will be trained on the specific location of panic buttons and the specific circumstances under which panic buttons should be used, including disorderly conduct, criminal invasion, and other security emergencies. The Director of Operations will ensure that all interior panic buttons are properly functioning at all times.*

d. Loitering

The Company will provide for the accurate and continuous identification of individuals authorized to enter any site.

Procedure: *The Dispensary/Cultivation site's will periodically monitor the public areas around the building site to ensure no loitering is taking place and escort individuals away from the public areas around the buildings in the event that any loitering occurs.*

2. **Transportation (935 500.105 (M))**

The Dispensary eventually plans to transport cannabis and cannabis infused edible products and oils between the Dispensary and the Dispensary's Cultivation site, as well as to deliver cannabis and cannabis infused edible products and oils to another dispensary and will follow the regulations detailed in 500.105(M).

a. **Trip Plans**

The Cultivation will ensure that company employees will be the only individuals permitted to transport cannabis, cannabis plants, and cannabis paraphernalia between the Dispensary and the Dispensary's Cultivation site or another dispensary. In all such instances, the Cultivation will complete a trip plan, compliant with the requirements below.

a.i. Contents

If the cultivation and/or kitchen transports cannabis, cannabis plants, and cannabis paraphernalia as shown above, before transportation, the responsible agent will complete a trip plan that includes:

253 Organic, LLC Management Operations and Policies

1. The name of the agents (two required) in charge of transporting the *cannabis*;
2. The date and start time of the trip;
3. A description of the *cannabis*, *cannabis* plants, or *cannabis* paraphernalia being transported; and
4. The anticipated route of transportation

Procedure: The cultivation and/or kitchen/extraction will utilize the Trip Plan Form attached as Exhibit J that requests and requires entry of the data listed above. The Director of Operations designated dispensary agent will prepare a Trip Plan Form including each of the data items listed above. The Director of Operations or designated agent will retain one copy for filing with the cultivation and provide the second copy to the agent transporting any products.

a.ii. Agent responsibilities

In addition to the responsibilities of an agent regarding the completion of the Trip Plan Form, the responsible agent will also enter the end time of the trip and any changes to the trip plan and provide a final copy of the trip plan to the Dispensary. The Dispensary will retain the final copy of the trip plan in electronic form at the Dispensary building. Any agent transporting cannabis will follow the procedures set forth below.

Procedure: The cultivation and/or kitchen will retain the electronic copy of the trip plan filed prior to transportation at the Cultivation building. During transportation, the agent will in addition:

1. Carry a copy of the trip plan on the agent's person for the duration of the trip;
2. Use a vehicle without any cannabis identification;
3. Ensure that the dispensary agent has a means of communication with the Dispensary; and
4. Ensure that the *cannabis*, *cannabis* plants, or *cannabis* paraphernalia are not visible.
5. Ensure that all traffic laws are followed.

253 Organic, LLC Management Operations and Policies

6. *Ensure compliance with all other items on the Dispensaries internal transport checklist.*

- a.iii. Record/ Retention

The Dispensary/Cultivation sites will maintain all trip plans described above at the Dispensary/Cultivation sites in compliance with the Document Retention Policy attached as Exhibit F for at least five years from the date of the filing of the trip plan and, upon request, provide a copy of any trip plans to the Department for review. The Dispensary/Cultivation sites will maintain all trip plans in electronic form at the Dispensary building. The Director of Operations will be responsible for ensuring that trip plans are accounted for and accurate. The trip plans will be stored within the companies electronic servers.

DISCIPLINARY ACTION FORM

1. Employee name: _____

2. Employee infraction: _____

3. Corrective action taken: _____

OCCURANCE: 1ST _____ 2ND _____ 3RD _____ 4TH _____

1. Supervisor Name: _____

2. Local law enforcement contacted:

Yes _____ No _____

Report # (if applicable): _____ Date filed: _____

3. Corrective action taken: _____

4. Employee Terminated:

Yes _____ No _____

Manager Name
(Printed)

ID# _____

Signature

Date _____

Employee Name
(Printed)

ID# _____

Signature

Date _____

Employee Performance Evaluation Form

Employee Name	Date of Hire
Job Title/ Department	Manager/ Supervisor
Date of Review	Review Period

1. Self-assessment and Summary of Accomplishments

Instructions: This section should be completed by employee and returned to their supervisor.

What areas of your job do you believe that you have excelled in over the last 6 months? What accomplishments are you most proud of? What did you learn from these accomplishments?

Describe any challenges you have faced over the last 6 months, explain how you have overcome them, and what 253 Organic, LLC could have done more to help address these issues?

What areas do you feel like you need to improve upon? What areas do you feel that you need to improve your knowledge the most to effectively complete your job??

What are your goals for yourself over the next 6 months? How will you accomplish these goals?

How comfortable are you with what your job description is and what is expected of you in that role?

2. Performance Ratings

Instructions: *This section should be completed by the manager/supervisor. Using the rating key below, describe the employee's performance in each of the listed performance categories, referring to examples listed in each category that are relevant to the employee's position. For each, include specific, detailed examples illustrating your rating?*

1. **Exceeds Expectations (5):** Consistently exceed expectations
2. **Sometimes Exceeds Expectations (4):** At times exceeds expectations
3. **Meets Expectations (3):** Meets all relevant performance standards
4. **Sometimes Meets Expectations (2):** At times doesn't meet expectations
5. **Needs Improvement (1):** Consistently underperforms in role
6. **No basis (N/A):** Insufficient opportunity to observe or not relevant to the job.

Job Knowledge

Understands company products, policies and procedures; has appropriate technical skills, analytical skills and problem solving skills, is proficient in their area of expertise.

1 2 3 4 5 N/A

Comments:

Communication Skills

Has appropriate verbal and written communication skills, including listening skills, and conflict resolution skills.

1 2 3 4 5 N/A

Comments:

Productivity and Quality of Work

Completes all assignments; performs work according to current guidelines and directives; pays attention to detail; produces work that matches expectations; produces work that is organized, thorough, complete, accurate and free of errors.

1 2 3 4 5 N/A

Comments:

Adaptability

Willingly accepts a variety of responsibilities; adapts to new situations in a positive manner; displays openness to learning and applying new skills; is resourceful; generally seeks work process improvements.

1 2 3 4 5 N/A

Comments:

Professional Demeanor

Maintains appearance appropriate to the job; exhibits sound judgment; maintains a high level of character and professional attitude; has positive relationships with managers.

1 2 3 4 5 N/A

Comments:

Initiative and Creativity

Plans work and accomplishes tasks effectively and of own accord; acts independently while keeping manager/supervisor informed; makes constructive suggestions; continually looks for ways to improve and promote

quality; looks for opportunities to take on more responsibility; actively seeks performance feedback.

1 2 3 4 5 N/A

Comments:

Time Management and Reliability

Consistently meets deadlines; is punctual and can be relied on for planning purposes; displays effective planning and organizational skills.

1 2 3 4 5 N/A

Comments:

Interpersonal Skills

Works well with others to achieve company's goals; accepts constructive criticism; reacts positively to instructions and procedures; effectively resolves conflict.

1 2 3 4 5 N/A

Comments:

Leadership

Provides clear direction and purpose; models ethical workplace behavior; sets clear goals; empowers employees to achieve objectives; motivates, mentors and develops employees; effective decision-making skills.

1 2 3 4 5 N/A

Comments:

Management

Maintains a safe and healthy work environment; organizes and distributes work effectively; communicates behavioral expectations and performance standards; monitors, documents and evaluates employee conduct and performance; provides appropriate and timely feedback; builds a team that reflects high morale, clear focus and group identity; encourages and provides opportunities for employee growth; promotes equal opportunity; protects the rights of all employees.

1 2 3 4 5 N/A

Comments:

3. Goals: What are goals for the next 6 months?

Instructions: This section should be completed by the manager/supervisor with employees input during the performance review meeting.

4. Training and Development Needs: Describe what is necessary to continue to grow and excel in current position.

Instructions: This section should be completed by the manager/supervisor with employees input during the performance review meeting.

5. Employee Comments

By signing this form, you confirm that you have discussed this review in detail with your manager/supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Name

Date

Manager/Supervisor Name

Date

PROGRESSIVE DISCIPLINE POLICY

The Cultivation and Dispensaries response to an employee's failure to comply with the policies and rules will generally depend on the nature and severity of the violation. Depending on the facts and circumstances involved in each situation, management may choose to begin corrective action at any of the following steps, up to and including immediate discharge. Typically, the corrective action will follow the sequence outlined below:

First conference: The first conference to discuss a discipline problem is usually preceded by an informal conversation about what may be a developing problem. During the first conference, the problem and its solution are discussed. Notes of the meeting are placed in the employee's file. If the solution is not successful, a second conference may be held or other corrective action taken, up to and including discharge.

Second conference: During the second conference, the facts of the problem are briefly reviewed and the reasons for the employee's failure to comply with the solution developed in the first conference are analyzed. Management may develop a plan to correct the problem. The solution is put in writing. This document is signed by the employee and placed in his or her personnel file. If the solution is not successful or the timetable is not met, a third conference may be held or other corrective action taken, up to and including discharge.

Third conference: During the third conference, a review of the problem and the failed solution takes place. The employee may or may not be offered a final opportunity to improve his or her job performance. If the employee is unable to satisfy the Companies performance standards, the employee will be terminated.

This procedure is set forth merely as a guideline. The implementation of this procedure should not be construed as preventing, limiting, or delaying the Cultivation or Dispensary from taking disciplinary action, including immediate discharge, in circumstances where the Cultivation or Dispensary deems such action appropriate.

MARIJUANA DISPOSAL FORM

1. Description of marijuana being disposed:

2. Reason for marijuana being disposed:

3. The number of any failed or unusable plants (if applicable): _____

4. The date of disposal: _____

5. The method of disposal: _____

6. The name and registry identification number of the dispensary agent responsible for the disposal:

Agent Name
(Printed)

Signature

ID# _____

Date _____

Manager Approval:

Manager Name
(Printed)

Signature

ID# _____

Date _____

LOSS OR THEFT REPORT FORM

LOSS: YES _____ NO _____ (if no, proceed to theft section below)

1. Where loss occurred: _____

2. How or why loss occurred: _____

3. Details regarding loss (amount, strain, value): _____

4. Corrective action taken: _____

THEFT: YES _____ NO _____

1. Where theft occurred: _____

2. Parties involved in theft: _____

Agent ID number(s) (if applicable): _____

3. Details regarding theft (amount, strain, value): _____

4. Details of report made to Department and local law enforcement: _____

Report # (if applicable): _____ Date filed: _____
5. Corrective action taken: _____

Manager Name
(Printed)

Signature

ID# _____

Date _____

POLICIES AND PROCEDURES REVIEW LOG

The Company will review its policies and procedures at least once every 12 months from the issue date of its dispensary registration certificate and update as needed. The Company will ensure that all policies and procedures maintained for inspection are the most recent versions with all revisions incorporated therein. The Company will use this Policies and Procedures Review Log, which will be kept in a binder containing all Company policies and procedures in hard copy, available for inspection in the reception area of the Cultivation and Dispensary building, in order to ensure timely review of its policies and procedures.

Issue Date of the Companies Registration Certificate:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

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Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

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Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

EMPLOYEE TRAINING ACKNOWLEDGEMENT

The Companies Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Cultivation and Dispensary buildings. Such training will cover no less than 4 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Training topics conducted by the Managers will include:

- a. Employee Handbook and Job Descriptions
- b. Employment Laws and Employee Rights
- c. Cultivation and Dispensary Operations and Administration
- d. Business Records and Retention of such Records
- e. Inventory Control and Product Labeling
- f. Security

I, _____, ACKNOWLEDGE THAT I HAVE RECEIVED
(NAME)

IN-PERSON TRAINING ON _____, FROM _____
(DATE) (START TIME)

TO _____ AT THE DISPENSARY'S BUILDING COVERING EACH
(STOP TIME)

OF THE TOPICS LISTED ABOVE

EMPLOYEE SIGNATURE

DATE

MANAGER SIGNATURE

DATE

Job Description

Job Title: Director of Operations
Salary: TBD
Location: Corporate Offices of 253, LLC
Report to: Board

About 253 Organic, LLC

This is an upscale exclusive professional environment with a friendly, self-motivated staff. Our main goals are focused on customers and a positive contribution in the community, providing safe access and top quality cannabis to customers.

253 Organic, LLC Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, LLC, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional customer service, and contribute to the knowledge sharing process.

Job Summary: The Directors of Operations position plans, directs and coordinates the operations of the cultivation facility and the dispensary. Some of the responsibilities are formulating policies, managing daily operational activities, and planning use of materials and human resources toward maximum productivity.

Responsibilities

Strategy, Vision and Leadership

1. Advise the General Manager and other key members of senior management on financial planning, budgeting, cash flow, investment priorities, supply chain, and policy matters.
2. Serve as the management liaison to the Absolute board; effectively communicate and present critical financial matters at select board of directors and committee meetings.
3. Maintain continuous lines of communication, keeping the Board informed of all critical issues.
4. Represent the organization externally, as necessary.

Team Development/Leadership

1. Oversee, direct, and organize the work of the finance and operations teams.
2. Promote a culture of high performance and continuous improvement that values learning and a commitment to quality.
3. Ensure staff members receive timely and appropriate training and development.
4. Establish and monitor staff performance and development goals, assign accountabilities, set objectives, establish priorities, conduct annual performance appraisals, and recommend salary adjustments.
5. Mentor and develop staff using a supportive and collaborative approach: assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.

Operations

1. Upgrade and implement an appropriate system of policies, internal controls, accounting standards, and procedures.
2. Plan, coordinate, and execute the annual budget process.
3. Identify, recommend, and implement changes to improve productivity and reduce cost and scrap, monitor scrap and rework data. Direct the establishment, implementation and maintenance of production standards.
4. Direct and coordinate various programs essential to manufacturing procedures (e.g., training, safety, housekeeping, cost reduction, worker involvement, security, etc.).
5. Initiate and coordinate major projects, (e.g., plant layout changes, installation of capital equipment, major repairs, etc.).
6. Work effectively and relate well with others. Exhibit a professional manner in dealing with others, working to maintain constructive working relationships.
7. Keep current on information and technology affecting functional areas to increase innovation and ensure compliance.
8. Perform miscellaneous duties and projects as assigned and required.
9. Maintain communication with the CCC in regards to the recent rules and regulations in the MJ industry.
10. Assure ALL employees have a valid and current Agent card in their possession at all times while on the premises.
11. Coordinate all employee dismissals and card cancellations with the CCC.
12. Work with the extraction team to assure quality standards are met and production levels are fulfilled.
13. Maintain the testing protocol standards on all products to assure quality and consistency with MJ product lines.
14. Continually evaluate and insure that the General Liability insurance is in line with current demands and make recommendations as needed.
15. Oversee all insurance policies i.e. General Liability, Auto Liability, Workman's Comp, Products Liability, and Health Insurance. Audit all policies every 6 months to assure limits are adequately maintained.
16. Work with the kitchen, cultivation, and extraction managers to assure quality standards and production quotas are being met. Make recommendations to the Board as needed.

Desired Qualifications:

1. Business or Accounting degree recommended.
2. Minimum 10 years' experience in a senior management role ideally with both external audit and in-house financial management experience gained in a high-growth organization.
3. Proven track record of success facilitating progressive organizational change and development within a growing organization.
4. Excellent judgment and creative problem solving skills including negotiation and conflict resolution skills.
5. Strong mentoring, coaching experience to a team with diverse levels of expertise
6. Entrepreneurial team player with multitasking skills.
7. Superior management skills; ability to influence and engage direct and indirect reports and peers.
8. Self-reliant, good problem solver, results oriented.
9. Energetic, flexible, collaborative, and proactive; a team leader who can positively and productively impact both strategic and tactical finance and administration initiatives.
10. Exceptional written, oral, interpersonal, and presentation skills and the ability to effectively interface with senior management, 253's board of directors, and staff.
11. Ability to operate as an effective tactical and strategic thinker.

Additional Duties:

This job description in no way states or implies that these are the only duties to be performed. You will be expected to follow any other job-related instructions and to perform other job-related duties as requested by your supervisor.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Harvest Quality Control Technician
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

253 Organic Grow Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic Grow, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Harvest Quality Control Technician is responsible for supervising the daily operations of the harvesting, trimming, and processing Marijuana (MJ), including: maintenance and cleaning of harvesting equipment, packaging, and inventory management. He must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Operate power trimmer as needed to trim marijuana that has been harvested that day.
2. Catalog the strains, number of plants, weights, etc. each day into the harvested flower and harvested trim logs
3. Check all marijuana on drying racks for dryness and timeliness to go into plastic tubs as well as all trim on drying racks.
4. Check all plastic tubs with drying marijuana two to three times a day and determine whether to open or close tubs based on level of moisture in the product. Responsible for ensuring that product never stays too wet or gets too dry at any time.
5. Determine what product has dried enough in tubs and is ready to be placed in curing jars.
6. Every 2-3 days responsible for "burping" all of the curing jars for a few hours to ensure they have not become too wet or dry, and also determine how far along each jar is in the curing process.
7. Once it has been determined that a curing jar is ready to be packaged, he/she is responsible for weighing the finished, cured product and logging information and labeling packages.
8. Overall responsible for the entire drying, curing, packaging, and logging processes and also assisting the Trimming/Harvesting group with anything necessary.
9. Assist in overall general maintenance and repairs at the grow facility.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of cannabis and Massachusetts MJ laws. Specifically, must have knowledge of various strains, genetics, growing techniques, and all relevant terminology.
3. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to cultivate high quality marijuana.
4. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
5. Clean and well organized
6. Successful completion of a thorough personal reference check and background check from the CCC. *Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.*

Authorities:

1. Authority to operate all aspects and functions in harvesting & packaging.
2. Authority to open and close the safe while storing all MJ.
3. Authority to handle MJ.
4. Authority to handle and process inventory in FlowHub.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Cultivation Manager
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

Camp Verde Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Cultivation Manager is responsible for overseeing every aspect of the cultivation facility. The Cultivation Manager must be extremely organized and able to prioritize, delegate and implement tasks and policies for the cultivation team. The Cultivation Manager will be responsible for managing all of the cultivation technicians, trimmers, and other cultivation employees. In addition, the Cultivation Manager is responsible for the management of all cultivation equipment maintenance and replacement. He/she will be responsible for training new and existing employees on all aspects of cultivation. The Cultivation manager will also be involved in inventory management, ordering supplies, as well as other administrative duties as required. The Cultivation Manager must have an intense interest in growing cannabis with a willingness and drive to understand all aspects of cultivating marijuana. He/she must also be able to predict and develop preventative measures for both pest and disease attacks. The Cultivation Manager is expected to stay current and knowledgeable about the MJ offered by 253 Organic and other products in the industry. They must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Oversee all operations of Cultivation Facility.
2. Inventory and Supply Chain Management.
3. Train all employees on correct cultivation techniques.
4. Ensure cultivation facility meets all compliance requirements put in place by the CCC, and Massachusetts MJ state law.
5. Organize and track all cultivation inventory throughout growth cycle, ensuring continuation and rotation of all current strains and a consistent infusion of new strains.
6. Implement Integrated Pest Management and Disease Management Strategies.
7. Maintain all cultivation equipment maintenance and replacement.
8. Coordinate with the Director of Operations and to manage and complete any and all tasks necessary for the continued operation of the cultivation facility at a very high level.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of the medicine and Massachusetts MJ laws. Specifically, must have extensive knowledge of various strains, genetics, growing techniques, pests, diseases, harvesting, curing, and all relevant terminology.
3. Computer literacy, including experience with Microsoft Word and Excel
4. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to create and lead a highly skilled team of cultivators to produce the highest quality of medicine on a consistent basis.
5. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
6. Clean and well organized
7. Successful completion of a thorough personal reference check and background check from the CCC.
Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Document Retention Policy

PURPOSE

The purpose of the Policy is:

1. To ensure that necessary records and documents of the Dispensary, Cultivation and Kitchen are adequately protected and maintained.
2. To ensure that records that are no longer needed by the Dispensary, Cultivation or Kitchen or are of no value are discarded at the appropriate time.
3. To aid officers, directors, employees, independent contractors, and other service providers of the Dispensary, Cultivation or Kitchen in understanding their obligations in retaining documents.

ADMINISTRATION

The Director of Operations (the “*Administrator*”) is in charge of the administration of the Policy and the implementation of processes and procedures to ensure that the Document Retention Schedule, attached hereto as Exhibit A, is followed. The Administrator is also authorized, upon consultation with legal counsel and, as appropriate, with the assistance of legal counsel, to: (i) make modifications to the Document Retention Schedule from time to time to ensure that it is in compliance with local, state, and federal laws, and that it includes the appropriate document and record categories’ for the Dispensary; (ii) monitor local, state, and federal laws affecting record retention; (iii) annually review the record retention and disposal program; and (iv) monitor compliance with the Policy. All questions regarding the application of the Policy to any particular document or record shall be directed to the Administrator, who shall have authority to interpret the Policy’s requirements with respect to such document or record.

APPLICATION

The Policy applies to all physical records and electronic documents, including both original documents and reproductions, which relate to the business, operations, and affairs of the Cultivation and Kitchen. Electronic documents include, but are not limited to, e-mail, internet files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

The protection and destruction of documents pertaining to any item in the Cultivation and Kitchen’s collections shall be governed by a Collections Ethics Policy adopted by the Board of Directors.

DOCUMENT PROTECTION: Documents will be stored in a protected environment for the time periods set forth on the Document Retention Schedule.

DOCUMENT DESTRUCTION: Hardcopies of documents will be destroyed by shredding after they have been retained for the time periods set forth in the Document Retention Schedule. Electronic documents will be destroyed by means proven to destroy the applicable media after they have been retained for the time periods set forth in the Document Retention Schedule.

EXCEPTION TO DOCUMENT RETENTION SCHEDULE: In the event of a governmental audit, investigation, or threatened or pending litigation, record disposal shall be suspended upon the direction of the Administrator. In addition, the Administrator should be informed immediately of any threatened or actual legal action as soon as the situation becomes apparent and the Administrator shall thereafter suspend record disposal until the threat of litigation or actual litigation has been finally resolved.

EXHIBIT A**DOCUMENT RETENTION SCHEDULE**

This Document Retention Schedule is organized as follows:

- I. Corporate Records
- II. Accounting and Financial Records
- III. Correspondence and Internal Memoranda
- IV. Electronic Documents
- V. Legal Files and Papers
- VI. Insurance Records
- VII. Payroll Documents
- VIII. Personnel Records
- IX. Property Records
- X. Tax Records
- XI. Contributions Records
- XII. Operations Records
- XIII. Media/Marketing Materials
- XIV. Miscellaneous

CORPORATE RECORDS

RECORD TYPE	RETENTION PERIOD
Formation/Organizational Documents: 1. Articles of Incorporation 2. Bylaws 3. Minute Book	Permanent
Board and committee meeting audio/visual recordings/ Closing of the company	2 years (as noted above, official minutes of such meetings should be kept permanently)
Board and committee meeting agenda, meeting materials	2 years (provided that anything referenced in such materials but subject to a longer retention time pursuant to this Document Retention Schedule shall be kept for such longer period)
Board Policies (<i>e.g.</i> , Conflict of Interest Policy, Whistleblower Policy)	Permanently (current version with revision history)
Annual Corporate Filings	Permanent

ACCOUNTING AND FINANCIAL RECORDS

RECORD TYPE	RETENTION PERIOD
Accounts Payable (ledgers and schedules)	7 years
Accounts Receivable (ledgers and schedules)	7 years
Chart of Accounts	Permanent
Petty Cash Receipts/Documents	3 years
Credit Card Receipts	3 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records (including work papers and other documents related to the audit)	7 years after completion of audit
Annual Plans and Budgets	2 years
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	7 years
Notes Receivable (ledgers and schedules)	7 years
Invoices	3 years
Bank Statements	3 years
Monetary Transactions	3 years
Bank Reconciliations	3 years
Cancelled Checks	3 years, unless important for payments or contracts
Deposit Slips	3 years
Investment Records	7 years after sale of investment
Fiscal Policies and Procedures	Permanent (current version with revision history)

CORRESPONDENCE AND INTERNAL MEMORANDA

GENERAL RETENTION PRINCIPLE: Most correspondence and internal memoranda should be retained for the same period as the documents they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (10 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file. Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner. Copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

RECORD TYPE	RETENTION PERIOD
Routine correspondence matters: 1. Routine letters and notes that require no	2 years

RECORD TYPE	RETENTION PERIOD
<p>acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.</p> <p>2. Form letters that require no follow-up.</p> <p>3. Letters of general inquiry and replies that complete a cycle of correspondence.</p> <p>4. Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).</p> <p>5. Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.</p> <p>6. Chronological correspondence files.</p>	
Non-routine correspondence matters, or correspondence regarding matters of significant lasting consequence	Permanent
Email Correspondence	3 years, provided that if the correspondence would have been subject to a retention period longer than the 3-year default period if the correspondence had originally been generated in hard copy, then Service Providers must take steps to retain the correspondence in a location outside of the email environment for the same period that would have been applicable if the correspondence had originally been generated in hard copy. [See also "ELECTRONIC DOCUMENTS" below.]

ELECTRONIC DOCUMENTS

GENERAL RETENTION PRINCIPLE: The Policy applies only to those electronic documents that relate to the business, operations, and affairs of the Dispensary, Cultivation and Kitchen. The Policy does not apply to email correspondence that (1) does not relate to the business, operations, and affairs of the Dispensary, Cultivation or Kitchen, or (2) is an advertisement, targeted mass mailing, or electronic document of a similar character.

All email correspondence relating to the business, operations, and affairs of the Dispensary, Cultivation or Kitchen must be retained in a location outside of the email environment (*i.e.*, printed in hard copy and kept in an appropriate file or copied and/or moved and retained on a form of electronic media external to the email system) in accordance with the requirements of the Policy applicable to the email correspondence if it originally had been generated in hard copy.

RECORD TYPE	RETENTION PERIOD
Email correspondence	3 years, provided that if the correspondence would have been subject to a retention period longer than the 3-year default period if the correspondence had originally been generated in hard copy, then Service Providers must take steps to retain the correspondence in a location outside of the email environment for the same period that would have been applicable if the correspondence had originally been generated in hard copy.
Webpage Files	1 year
Text/Formatted Files (<i>e.g.</i> Microsoft Word documents, Microsoft Excel documents, etc.)	5 years
Sound and Movie Files (<i>e.g.</i> MP3s, AVIs, etc.)	Permanent, unless for personal use
PowerPoint Presentations	1 year after termination of use, provided that if such presentation would have been subject to a retention period longer than the 1-year default period if the presentation had originally been generated in hard copy (<i>e.g.</i> , Board meeting materials), then Service Providers must take steps to retain the presentation in a location outside of the email environment for the same period that would have been applicable if the correspondence had originally been generated in hard copy
PDF Documents	6 years, provided that if the PDF would have been subject to a retention period longer than the 6-year default period if the document had originally been generated in hard copy, then Service Providers must take steps to retain the document in a location outside of the email environment for the same period that would have been applicable if the PDF had originally been generated in hard copy.

LEGAL FILES AND PAPERS

RECORD TYPE	RETENTION PERIOD
Contracts and Related Correspondence	10 years after all obligations end (unless a longer period is specified for a particular type of contract)
Corporate Licenses and Permits	Permanent
Legal Memoranda and Opinions (including all subject matter files)	7 years after close of the matter
Litigation Files	1 year after the expiration of appeals or time for filing appeals
Court Orders	Permanent

RECORD TYPE	RETENTION PERIOD
Request for Departure from Document Retention Policy	10 years
Warranties	7 years after expiration

INSURANCE RECORDS*

RECORD TYPE	RETENTION PERIOD
Annual Loss Summaries	10 years
Audits and Adjustments	3 years after final adjustment
Certificates of Insurance Issued to the Dispensary	Permanent
Claims Files (including correspondence, medical records, injury documentation, etc.)	Permanent
Group Insurance Plans – Active Employees	Until plan is amended or terminated
Group Insurance Plans – Retirees	Permanent or until 6 years after the death of the last eligible participant
Inspections	3 years
Insurance Policies (including expired policies) – Property, D&O, Workers’ Compensation, General Liability	Permanent
Journal Entry Support Data	7 years
Loss Runs	10 years
Releases and Settlements	25 years

PAYROLL DOCUMENTS*[See also “*TAX RECORDS*” below.]

RECORD TYPE	RETENTION PERIOD
Employee Deduction Authorizations	4 years after termination of employment
Payroll Deductions	7 years after termination of employment
W-2 and W-4 Forms	7 years after termination of employment
Garnishments, Assignments, Attachments	7 years after termination of employment
Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	Permanent
Time Cards/Time Sheets	2 years
Unclaimed Wage Records	6 years

PERSONNEL RECORDS*

RECORD TYPE	RETENTION PERIOD
Records of Commissions, Bonuses, Incentives, Awards	7 years
EEO-I / EEO-2 Employer Information Reports	2 years after superseded or filing (whichever is longer)
Employee Earnings Records to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.	7 years after termination of employment
Employee Handbook	Permanent (1 copy with complete revision history)
Employee Medical Records	6 years after termination of employment
Employee Personnel Records (including attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after termination of employment
Employment Contracts/Offer Letters	7 years after termination of employment
Employment Records – Correspondence with employment agencies, Advertisements for job openings	3 years from date of hiring decision
Employment Records – All Non-Hired Applicants (including applications and resumes, whether solicited or unsolicited, results	2-4 years (4 years if the file contains any correspondence which might be construed as an offer)
Job Descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions	3 years after superseded
Personnel Count Records	3 years
Forms I-9	3 years after hiring or 1 year after termination of employment, whichever is later
Workers' Compensation Documentation	10 years
Notice of completed responsible vendor and 8 hour related duty training	3 years
All background reports	3 years
Record of any disciplinary action taken	3 years
Copy of the application that was submitted to the commission on behalf of any prospective Marijuana Establishment Agent	3 years
Documentation of all required training, including training regarding privacy and confidentiality	3 years

RECORD TYPE	RETENTION PERIOD
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 the presenters.	
Documentation of verification of references	3 years
All materials submitted to the Commission pursuant to 935 CMR 500.030(B)	7 years
Job descriptions or employment contract that includes duties, authority, responsibility, qualifications, and supervision	3 years

* *TO THE EXTENT DOCUMENTS IN SECTION VI (INSURANCE RECORDS), SECTION VII (PAYROLL DOCUMENTS), AND SECTION VIII (PERSONNEL RECORDS) RELATE TO EMPLOYEES, RECORDS SHOULD BE KEPT WITH RESPECT TO EACH EMPLOYEE.*

PROPERTY RECORDS

[See also "TAX RECORDS" below.]

RECORD TYPE	RETENTION PERIOD
Property Deeds, Assessments, Licenses, Rights of Way, Related Correspondence	Permanent
Original Purchase/Sale/Lease/Mortgage Agreements	Permanent
Property Insurance Policies	Permanent

TAX RECORDS

GENERAL RETENTION PRINCIPLE: the Cultivation and Kitchen must keep books of account or records sufficient to establish its gross income, deductions, credits, or other matters required to be shown on any tax return. These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

RECORD TYPE	RETENTION PERIOD
Tax-Exemption Documents and All Related Correspondence (including Form 1023 and state applications and IRS and state determinations)	Permanent
Tax or Employer Identification Number	Permanent
IRS Forms 1099	7 years
IRS Rulings	Permanent
Excise Tax Records	7 years
Payroll Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, Property	Permanent

RECORD TYPE	RETENTION PERIOD
Annual Information Returns – Federal and State	Permanent
IRS or other Government Audit Records	Permanent
Tax Work paper Packages – Originals	7 years
Sales/Use Tax Records	7 years

CONTRIBUTION RECORDS

RECORD TYPE	RETENTION PERIOD
Records of Contributions	Permanent
Wills, trusts or other documents evidencing terms of gifts	Permanent

OPERATIONS¹

RECORD TYPE	RETENTION PERIOD
A staffing plan(demonstrating accessible hours and safe cultivation conditions) and staffing records in compliance with 935 CMR 500.105(I)	7 years
Inventory records as required by 935 CMR 500.105 (H)	7 years
Seed-to-sale tracking records for all marijuana and marijuana products as required by 935 CMR 500.105(H)(5)	7 years
Waste disposal records or marijuana and marijuana products as required under 935 500.105(L)	2 years
Records for each vehicle used for transporting marijuana or marijuana products, vehicle registration, inspection and insurance	2 years
Incident reporting records under 935 500.110(H)(I)	The longer of 1 year or the duration of an open investigation

MEDIA/MARKETING RECORDS

RECORD TYPE	RETENTION PERIOD
Press Releases	Permanent
Marketing Materials	3 years

¹

MISCELLANEOUS

RECORD TYPE	RETENTION PERIOD
Consultant's Reports	2 years
Material of historical value, including pictures and publications	Permanent
State and County Fundraising Registrations (and Renewals, if any)	3 years

253 ORGANIC, LLC

EMPLOYEE HANDBOOK

April 1, 2018

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253 ORGANIC, LLC
EMPLOYEE HANDBOOK

TABLE OF CONTENTS

WELCOME TO 253 ORGANIC, LLC	3
COMPANY PHILOSOPHY.....	3
OPEN-DOOR POLICY.....	3
EQUAL EMPLOYMENT OPPORTUNITY	4
HARASSMENT POLICY	4
SEXUAL HARASSMENT POLICY	5
<i>Introduction</i>	5
<i>Definition of Sexual Harassment</i>	5
<i>Complaints of Sexual Harassment</i>	6
<i>Sexual Harassment Investigation</i>	7
<i>Disciplinary Action</i>	7
<i>State and Federal Remedies</i>	7
WORKING AND COMPENSATION.....	8
EMPLOYMENT ON AN AT-WILL BASIS	8
ATTENDANCE AND REPORTING TO WORK	8
WORKDAY HOURS AND SCHEDULING	9
RECORDING HOURS WORKED	9
PAY PERIOD AND PAYDAY	10
HOLIDAYS	10
EMPLOYMENT CLASSIFICATIONS.....	11
OVERTIME	11
MAINTAINING YOUR PERSONNEL RECORDS.....	12
PERSONNEL FILES.....	12
JOB DESCRIPTIONS	12
PERFORMANCE EVALUATIONS	13
TERMINATION OF EMPLOYMENT	13
REFERENCES/EMPLOYMENT VERIFICATION	13
EMPLOYEE ELIGIBILITY VERIFICATION (I-9)	14
STANDARDS AND EXPECTATIONS FOR THE WORKPLACE	14
SAFETY.....	14
<i>Reporting Unsafe Conditions or Practices</i>	15
VISITORS IN THE WORKPLACE.....	15
MAINTAINING A SAFE WORKSITE	15
REPORTING AN INJURY	16
FIRST AID	16
CARE OF EQUIPMENT AND SUPPLIES	16
SMOKING AT THE WORKPLACE.....	17
VIOLENCE AND WEAPONS	17
DRUG-FREE WORKPLACE.....	17
RESPONDING TO CUSTOMER INQUIRIES AND PROBLEMS	18
APPEARANCE AND DRESS.....	18
CONFLICTS OF INTEREST	18

CODE OF ETHICAL CONDUCT	19
SOLICITATION AND DISTRIBUTION	20
PERSONAL CALLS, VISITS, AND BUSINESS.....	20
BUSINESS EXPENSES.....	21
PERSONAL PROPERTY	21
INSPECTION OF PERSONAL AND COMPANY PROPERTY	21
SECURITY POLICY	21
<i>Security Officer</i>	22
<i>Internal Security</i>	23
<i>External Security</i>	26
<i>Reporting Security Breaches</i>	27
<i>Training</i>	28
<i>Responsibility and Disciplinary Actions</i>	29
TECHNOLOGY POLICY	29
CONFIDENTIAL AND PROPRIETARY INFORMATION	30
RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE	31
RE-EMPLOYMENT	32
MOONLIGHTING/DAYLIGHTING.....	33
BENEFITS	33
WORKERS' COMPENSATION BENEFITS	33
VACATION TIME	34
SICK TIME	34
LEAVES OF ABSENCE.....	35
<i>Maternity Leave</i>	35
<i>Jury Leave</i>	35
<i>Military Leave</i>	35
PARKING	36

WELCOME TO 253 ORGANIC, LLC

253 Organic, LLC (the “Company”) is providing this handbook to give you an overview of the Company’s policies, benefits, and rules. This handbook contains important information about the Company and about your employment with the Company. Please understand that this handbook only provides general information about the policies, benefits, and regulations governing the employees of the Company and is not a legal document. It is also not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to replace sound management, judgment, and discretion.

This handbook does not create an employment agreement and employees are regarded as employees-at-will (as described more fully herein).

It is impossible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. The Company, as a result, may be required to interpret portions of this handbook or deviate from its express provisions. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. As a result, the Company reserves the right to modify, supplement, rescind, or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion, with or without notice to you.

All of us must work together to make the Company a viable, healthy, and profitable organization. This is the only way we can provide a satisfactory working environment that promotes genuine concern and respect for others including all employees and our customers. If any statements in this handbook are not clear to you, please contact the Director of Operations.

COMPANY PHILOSOPHY

OPEN-DOOR POLICY

Open communications and the flow of information are important to the Company. The Company communicates with its employees through notices and meetings. These communications are intended to keep you up-to-date and informed.

In keeping with the Company’s philosophy of open communication, all employees have the right and are encouraged to speak freely with management about their job-related concerns.

We urge you to go directly to management to discuss your job-related ideas, recommendations, concerns and other issues which are important to you. If, after talking

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with management, you feel the need for additional discussion, you are encouraged to speak with the Director of Operations. No retaliation or adverse action may be taken against an employee following this policy in good faith.

The most important relationship you will develop at the Company will be between you and your co-workers. However, should you need support from someone other than a co-worker, management is committed to resolving your individual concerns in a timely and appropriate manner.

EQUAL EMPLOYMENT OPPORTUNITY

It is the Company's policy to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, ethnicity, disability, marital status, veteran status, transgender, sexual orientation, transgender, genetic information or any other basis prohibited by law. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The Director of Operations and all managerial personnel are committed to this policy and its enforcement.

If you are disabled and need a reasonable accommodation in order to perform the essential functions of your job, you may request an accommodation. The Company will make every effort to provide a reasonable accommodation for your known disability (if you are a qualified individual) so that you can perform the essential functions of your job when you can do so without direct threat to yourself or others.

Employees are directed to bring any violation of this policy to the immediate attention of the Director of Operations. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including termination of employment. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

HARASSMENT POLICY

The Company will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex or sexual orientation, age, ancestry, religion, national origin, ethnicity, handicap, disability, marital status, active military or veteran status, or genetic information. It is the Company's policy that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our employees, will result in discipline, up to and including termination of employment. The Company also will not tolerate any such harassment of our employees by our customers, vendors or others whom our employees come into contact within our workplace.

Employees must bring any violation of this policy to the immediate attention of the Director of Operations. The Company will thoroughly investigate all claims of harassment taking into consideration the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including termination of employment.

SEXUAL HARASSMENT POLICY

Introduction

It is the Company's goal to promote a workplace free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by the Company.

Employees are encouraged to bring concerns about sexual harassment to the attention of the Company. Any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is also unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have created a procedure to handle concerns of inappropriate conduct.

Because the Company takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

Definition of Sexual Harassment

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly as a term or condition of employment or as a basis for employment decisions; or,

- b. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a co-worker for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Display of sexually suggestive objects, pictures, screensavers, cartoons, or videos;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities;
- Sending sexually oriented or sex-based emails or text messages;
- The use of the computer to disseminate sexually oriented or sex-based communications; and
- Access of sexually explicit internet websites.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this Company.

Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with the Director of Operations. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting Director of Operations at:

253 Millers Falls Road
Turners Falls, MA 01376
Tel.

These individuals are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

Sexual Harassment Investigation

We will promptly investigate the allegation in a fair and expeditious manner. Furthermore, we will make every effort to maintain confidentiality under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment or any other form of discrimination, you may file a formal complaint with either or both the federal or applicable state agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies listed below has a short time period for filing a claim with the agency (EEOC - 300 days; MCAD - 300 days;). There may be other time periods for filing claims in court.

1. The U.S. Equal Employment Opportunity Commission ("EEOC")
1 Congress Street, 10th Floor
Boston, MA 02114
617-565-3200
<http://www.eeoc.gov/boston/index.html>

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

2. Massachusetts Commission Against Discrimination (“MCAD”)
One Ashburton Place
Boston, MA 02108
617-727-3990
<http://www.mass.gov/mcad/>

WORKING AND COMPENSATION

EMPLOYMENT ON AN AT-WILL BASIS

All employees of the Company, regardless of their classification or position, are employed on an at-will basis. This means that each employee’s employment can be terminated at the will of the employee or the Company at any time, with or without cause and with or without notice. Any officer, agent, representative, or employee of the Company, except in writing and signed by the Director of Operations, does not have the authority to enter into any agreement with any employee or applicant for employment on other than on an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, applications for employment, or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

ATTENDANCE AND REPORTING TO WORK

Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time at the start of your scheduled shift. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

The Company depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination of employment. The determination of excessive absenteeism will be made at the discretion of the Company. Absence from work for three consecutive days without properly notifying the Director of Operations will be considered a voluntary resignation. After two days’ absence, you may be required to provide documentation from your doctor or clinic to support an injury- or illness-related absence, and to ensure that you may safely return to work.

If you expect to be absent from the job for an approved reason (*e.g.*, paid time off or a leave of absence), you should notify the Director of Operations of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify the Director of Operations at least 30 minutes prior to the start of your scheduled shift/workday that you will be late or absent and provide the reason for that absence or lateness. If the Director of Operations is not available, you should contact the Office Manager or leave a voice message for the Office Manager prior to the start of

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your scheduled shift/workday. Be sure to leave your telephone number so the Office Manager can return your call. Failure to properly contact the Company will result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance may be included during your review and may be considered for other disciplinary action up to and including termination of employment.

Whenever possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered absences without pay. If you are unable to schedule an appointment before or after your regularly scheduled workday, you are required to talk to the Director of Operations to make special arrangements.

Furthermore, if you leave work early or for a period of time during the day, you must notify the Director of Operations when you leave and when you expect to return. For example, you should notify the Director of Operations if you need to leave during your lunch break to run an errand.

WORKDAY HOURS AND SCHEDULING

The regularly scheduled workday is established by the Director of Operations when you are hired. Your schedule is subject to change based on business needs. Whenever possible, the Company will try to give you one week advance notice of a change in your schedule, but based on business needs, the Company may not be able to give advance notice.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact the Director of Operations.

The Company generally schedules meal periods and rest periods during the workday. Rest periods are 15-minute paid breaks. For meals, our policy is:

- Meal periods will be no less than a 1/2 hour.
- The meal period is unpaid.
- All employees are required to take a lunch break and no employee is authorized, without prior approval, to perform work during the lunch period.
- The employee must spend the meal period away from his/her work station.
- An employee may spend the meal period at his/her assigned work station only if he/she is working during the meal period and overtime hours have been approved.

RECORDING HOURS WORKED

All employees are required to record their time. The Company will provide you with a time card for reporting your hours. Only you are authorized to record your own time.

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

Unless specifically authorized by the Company and only if work must be performed, employees may not start recording time before their regularly scheduled starting time or after their regularly scheduled quitting time.

Any time missed, not to exceed 40 hours, during the week may be made up during the same workweek with the supervisor's approval.

Employees must correctly record their hours for each working day. Completed time cards must be given to the Office Manager no later than 10:00 a.m. every Monday after the end of a pay period. If the last day of the pay period is a holiday, time cards are due on the Tuesday after the end of the pay period. Supervisors are responsible to ensure that the time reported by employees is accurate.

Failure to turn in time cards by the applicable deadline may delay your paycheck.

Falsification of time reporting or actual time worked may result in disciplinary action, up to and including termination of employment.

PAY PERIOD AND PAYDAY

The Company issues paychecks every Friday. Pay periods start on Monday morning and end on Sunday evening. On the Friday after the last day of each pay period, you will receive a paycheck for all hours worked during that pay period. If you use direct deposit, your pay will generally be available for withdrawal from your bank account on the pay date.

HOLIDAYS

The Company observes the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas

Full-time employees will be paid for these holidays as long as they are present for work on the workdays immediately before and after that holiday, or have an acceptable reason for being absent on any such days. If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.

Part-time, temporary and seasonal employees are not eligible for holiday pay.

EMPLOYMENT CLASSIFICATIONS

Upon being hired by the Company, all new employees must serve a ninety (90) calendar day introductory period. It is especially important that you make the Office Manager aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. Satisfactory completion of the introductory period does not entitle you to employment for any specific term.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. Regular Full-Time Employees - An employee who is scheduled to work an average of forty (40) hours per week on a regular and continuous basis.
2. Regular Part-Time Employees - An employee who is usually scheduled to work less than an average of forty (40) hours per week on a regular and continuous basis. Regular part-time employees are not eligible for participation in those employee benefits programs made available for regular full-time employees.
3. Temporary or Seasonal Employees - An employee whose services are anticipated to be of limited duration falls into this classification. Temporary and seasonal employees are not eligible for participation in those employee benefits programs made available for regular full-time employees.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive and professional employees are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. No overtime premium pay will be paid to exempt employees in most circumstances.
2. Non-Exempt Employees - All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime premium pay.

OVERTIME

Occasionally it may be necessary for an hourly employee to work beyond his or her normal workday hours. Overtime pay is paid only when work is scheduled, approved, and made known to the hourly employee in advance by a supervisor. The supervisor must obtain approval from the Director of Operations before requesting an hourly employee to work overtime. Under no circumstances may hourly employees work overtime without such prior approval.

Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. Hours cannot be accrued, banked, or averaged from one week to another. Also, in no case, may hourly employees take compensatory time off in a following week in lieu of overtime pay.

To the extent possible, overtime will be distributed equally among all hourly employees in the same classification and position, provided that the hourly employees concerned are equally capable of performing the available work. Decisions regarding overtime work will be made by the appropriate supervisor.

Supervisors must provide an hourly employee with as much advance notice as possible when overtime is required so that the hourly employee can rearrange his/her schedule to work the requested time. Less than two hours is generally not considered adequate advance notice.

Supervisors may not ask hourly employees to work beyond their regularly scheduled hours or cut their meal period short if overtime has not been authorized by the Director of Operations. Such demands on hourly employees violate the Fair Labor Standards Act.

MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, emergency contact information, insurance beneficiaries, change in dependents, marital status, etc. Please notify the Office Manager of any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

PERSONNEL FILES

Your personnel file is the property of the Company, and does not belong to you. However, upon request, you may review your personnel file in the presence of Human Resources provided you give the Company reasonable advance notice. You may also request a copy of any item(s) in your personnel file, and if you disagree with an item in your file, you may respond to that item in writing. A reasonable fee may be charged for copies. You may not remove anything from your personnel file.

JOB DESCRIPTIONS

The Company makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills,

mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

The Company maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The Company will prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the Director of Operations if you have any questions or concerns about your job description.

PERFORMANCE EVALUATIONS

Employees may have their job performance reviewed after the first 90 days of employment and on an annual basis by the Company. The Company may conduct evaluations more frequently as deemed necessary and appropriate by management.

TERMINATION OF EMPLOYMENT

Employees are responsible for all Company property, materials or written information issued to them or in their possession or control. Employees must return all such information immediately upon termination of employment.

REFERENCES/EMPLOYMENT VERIFICATION

Any requests for personnel information or references should be directed to the Office Manager. Unless the Company receives a written request from an employee authorizing the Company to provide a reference, it is the Company's policy to confirm only dates of employment and position held in response to a request for a reference on a present or former Company employee. Exceptions to this policy only may be made by the Director of Operations.

The Company strongly discourages you from providing a "personal reference" on behalf of any employee, former employee or non-Company employee. Personal references may not be written on Company letterhead. Any personal references that you provide must include a statement that you are acting in an individual capacity, and not on behalf of the Company.

EMPLOYEE ELIGIBILITY VERIFICATION (I-9)

All employers are required by the Immigration and Reform Control Act of 1986 to verify that all employees hired after November 1986 are authorized to work in the United States. This means that new employees must present documentation that establishes their United States citizenship, permanent resident status, or work authorization for non-immigrant aliens.

After an offer of employment is made and prior to beginning work, employees must complete an Employee Eligibility Verification, Form I-9, and present appropriate verification documentation. All offers of employment, and continued employment of persons whose employment authorization is of limited duration, are conditioned upon such employee's establishing his/her work authorization.

STANDARDS AND EXPECTATIONS FOR THE WORKPLACE

SAFETY

The Company believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to the Director of Operations in a timely manner.

The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. The Safety Committee, which is composed of representatives from throughout the organization, has been established to help monitor the Company's safety program and to facilitate effective communication between employees and management about workplace safety and health issues. The Safety Committee has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of a member of the labor-management safety committee. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Reporting Unsafe Conditions or Practices

Employees are expected to be on the lookout for unsafe working conditions or practices, regardless of how insignificant the injury may appear. If you observe an unsafe working condition, you should warn others, if possible, and report that unsafe working condition to the Director of Operations immediately. If you have a question regarding the safety of your workplace and practices, ask the Director of Operations for additional information.

If you observe a co-worker using an unsafe practice, you are expected to mention this to the co-worker and to the Director of Operations. Likewise, if a co-worker brings to your attention an unsafe practice you may be using, please thank the co-worker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

The Company will not retaliate against an employee who reports an unsafe working. This is important because one goal of the Company is to provide a safe and appropriate workplace.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the Company, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area.

If an unauthorized individual is observed on the Company's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the office.

MAINTAINING A SAFE WORKSITE

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following:

- Wear appropriate safety gear at all times.
- Wear appropriate clothing around or operating machinery.
- Handle tools and machinery with care and respect.
- Refrain from using cell phones, MP3 players or other electronic devices while handling Company machinery or vehicles or working in the factory.
- Refrain from horseplay and practical jokes in the workplace.

- Never operate Company machinery or vehicles while intoxicated or taking medications that impair your judgment.
- Never tamper with or use equipment in an unauthorized manner.
- Employees may not chew gum or eat candy or food while working in production.
- Employees working in production must wear a hairnet, gloves, proper boots, a clean apron, and any other clothing that the Company deems to be appropriate at all times.

Employees can prevent accidents and contribute to a safe work environment by carefully examining their equipment to see if it in good working order on a routine basis, and report any needed repairs.

REPORTING AN INJURY

Employees are required to report any injury, accident, or safety hazard immediately to the Director of Operations. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the main office.

FIRST AID

Only those employees certified to provide first aid may provide first aid.

CARE OF EQUIPMENT AND SUPPLIES

All employees are expected to take care of all equipment (*e.g.*, tools, computers, cell phones, etc.) and supplies provided to them. You are responsible for maintaining any equipment provided to you in proper working condition and for promptly reporting any problems with the equipment to the Director of Operations.

If employees find that equipment is not working properly or in any way appears unsafe, they must notify their supervisor immediately so that repairs or adjustments may be made. Under no circumstances should employees start or operate equipment that they deem unsafe, nor should they adjust or modify the safeguards provided.

Delivery drivers are expected to make a daily visual inspection of the vehicles and to promptly report any damage to the vehicle. The drivers must also maintain the cleanliness of the inside and outside of the vehicle. The drivers must report any accident or incident immediately.

Neglect, theft, and/or destruction of the Company's equipment are grounds for disciplinary action, up to and including termination of employment.

SMOKING AT THE WORKPLACE

The Company's policy is to provide smoke-free environments for our employees, customers and visitors. Smoking of any kind is prohibited inside our buildings. Employees may smoke on scheduled breaks or during meal times, as long as they do so in designated areas. Smoking breaks must be limited to 3 times daily. Employees who take excessive smoke breaks may be required to work longer hours to make up for time lost smoking.

VIOLENCE AND WEAPONS

The Company believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business. Violence is not an effective solution to any problem. Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, Mace, etc., to work. Conduct that threatens, intimidates or coerces another employee, a customer or a member of the public at any time, including off-duty periods, will also not be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with the Director of Operations or the Office Manager.

You are expected to immediately report to the Director of Operations any violation of this policy. Any employee found threatening another employee (directly or indirectly), fighting, and/or carrying weapons to work will be subject to disciplinary action, up to and including termination of employment.

DRUG-FREE WORKPLACE

The Company does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on the Company's premises or while visiting customers. The use of illegal drugs as well as the illegal use of legal drugs is a threat to everyone because it can cause problems with safety, customer service, productivity, and our ability to survive and prosper as a business. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with the Director of Operations. Violation of this policy will result in disciplinary action, up to and including termination of employment.

To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment. Questions concerning this policy or its administration should be directed to the Director of Operations. Nothing in this section shall be read to override any protections provided to employees by The Regulation and Taxation of Marijuana Act, as amended by St.

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

2017,c.55, An Act To Ensure Safe Access To Marijuana, with which the Company will comply fully and recognize all associated employee rights.

Any employee who is convicted of violating criminal drug statutes must notify the Director of Operations of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action.

Your receipt of this policy statement and signature on the handbook acknowledgment form signify your agreement to comply with this policy.

RESPONDING TO CUSTOMER INQUIRIES AND PROBLEMS

At the Company, customer satisfaction is the measure of our success. It is the responsibility of each employee who interacts with customers to respond to customer's inquiries and problems in a professional and courteous manner.

APPEARANCE AND DRESS

In order to maintain a clean and safe working environment, all employees are required to wear appropriate clothing on the job.

Employees should always be neatly groomed and clothes should be clean and in good repair.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Tank tops, tube or halter tops, may not be worn under any circumstances.
- Hairstyles are expected to be clean and in good taste.
- No facial piercings such as nose rings, eyebrow piercings, lip rings, etc. are allowed.
- No jewelry or nail polish while working in production.

CONFLICTS OF INTEREST

You should avoid external business, financial, or employment interests that conflict with the Company's business interests or with your ability to perform your job

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

duties. This applies to your possible relationships with any other employer, customer, or business associate.

This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Human Resources Department for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs both when an employee's responsibility of loyalty to the Company is compromised by the employee's outside interests and when an employee's influence over a decision may result in a personal gain for that employee or for a relative, friend, or other person with whom the employee has a personal relationship as a result of the Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of the Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the Company as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Violations of this rule may lead to disciplinary action, up to and including termination of employment.

CODE OF ETHICAL CONDUCT

To ensure the successful business operation of the Company, we expect that all of our employees will conduct themselves fairly and ethically. The Company's reputation for integrity and excellence requires that our employees carefully observe the spirit and letter of all applicable laws and regulations and at all times exhibit a scrupulous regard for the highest standards of conduct and personal integrity.

The Company's success is dependent upon its outstanding reputation which we are dedicated to preserving. Employees owe a duty to the Company and its principals to act in a way that will merit the excellent reputation enjoyed by the Company.

The Company will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct, conflicts of interest, as discussed below are strictly prohibited.

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult the Director of Operations if you have any questions.

Employees of the Company should not solicit anything of value from any person or organization who has (or may have) a business relationship with the Company.

Employees of the Company should not accept any item of value from any person or organization in exchange for or in connection with a business transaction between the Company and that other person or organization.

Employees may accept items of incidental value (generally, no more than \$25) from customers, suppliers, or others as long as the gift is not given in response to solicitation on your part and as long as it implies no exchange for business purposes. Items may include gifts, gratuities, food, drink and entertainment.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify the Director of Operations.

Violations of this code may lead to disciplinary action, up to and including termination of employment.

SOLICITATION AND DISTRIBUTION

For the safety, convenience, and protection of all employees, the Company prohibits solicitation and distribution of non-company materials on Company property at all times.

PERSONAL CALLS, VISITS, AND BUSINESS

The Company expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after their scheduled work shift or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short.

Employees should also limit incoming personal calls, visits, or personal transactions. A pattern of excessive personal phone calls, personal visits, and/or private business dealings during work hours is not acceptable and may lead to disciplinary action.

BUSINESS EXPENSES

Employees may occasionally incur expenses on behalf of the Company. Employees must receive prior written approval from the Director of Operations or the Office Manager. The Company will reimburse employees for typical business expenses, such as mileage (*e.g.*, travel to visit a customer during the workday) and certain job-related supplies or materials. The Company will pay mileage reimbursements at the end of each month, upon receipt of the employee's mileage record. In order to be reimbursed for job-related supplies or materials, you must deliver a receipt for the supplies or materials to the Office Manager within 7 days of the purchase.

PERSONAL PROPERTY

Personal items should not be stored or kept in Company desks, lockers or files. The Company will not be responsible for the loss or theft of personal items at its facilities, and employees should have no expectation that documents, photographs, or other items left on Company property will remain private.

INSPECTION OF PERSONAL AND COMPANY PROPERTY

The Company's employees use the property and equipment the Company owns and provides, and may also use the Company's materials, information, and other supplies. You must remember that property supplied by the Company remains the property of the Company. The Company reserves the right to search any Company property (*e.g.*, cell phones, desks, or other storage areas) at any time. The Company also reserves the right to inspect personal property (*e.g.*, purses and knapsacks) during the workday or as employees leave the office. Refusal to allow inspection may lead to disciplinary action, up to and including termination of employment.

SECURITY POLICY

The Security Policy protects both Protected Health Information as defined in the Health Insurance Portability and Accountability Act ("HIPAA") and Protected Personal Information as defined in the Massachusetts Data Security Law.

A. Protected Health Information

Protected Health Information means individually identifiable information in any form (written, electronic or oral) held or transmitted by a Covered Entity or one of its Business Associates as these terms are defined under HIPAA. Individually identifiable information is information (including demographic information) created or received by a

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

healthcare provider, health plan, employer, or healthcare clearinghouse, and that relates to: (i) the past, present or future physical or mental health or condition of an individual, (ii) the provision of healthcare to an individual, or (iii) the past, present or future payment for healthcare to an individual. Individually identifiable information includes information received from the individual that identifies the individual (or could reasonably be used to identify an individual). Identifiers include, but are not limited to: name, SSN, date of birth, and address. A complete list of the individual identifiers is in the Employer's privacy policies and procedures.

Protected Health Information includes genetic information (*i.e.*, an individual's genetic tests; the genetic tests of any family member (including a fetus or embryo) and the manifestation of a disease or disorder in a family member (*i.e.*, family medical history)). Genetic information includes, with respect to an individual, any request for, or receipt of, genetic services or participation in clinical research which includes genetic services by the individual or a family member (including a fetus or embryo). Genetic information does not include the sex or the age of an individual.

Protected Health Information does not include employment records, or education and certain other records subject to or defined in the Family Educational Rights and Privacy Act. The Family Educational Rights and Privacy Act requires schools that accept federal funds to safeguard education records.

B. Protected Personal Information

Protected Personal Information is a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident:

- i. Social security number,
- ii. Driver's license number or state-issued identification card number, or
- iii. Financial account number, or credit card or debit card number, with or without any required security code, access code, personal identification number or password that would permit access to such individual's financial account (*e.g.*, checking account numbers, savings account numbers, etc.).

Protected Personal Information does not include information that is lawfully obtained from publically available information, or from federal, state or local government records lawfully made available to the general public.

Security Officer

The Company has named Seth Rutherford as the Security Officer with the overall responsibility for the development, implementation, maintenance and supervision of security policies that conform to HIPAA and the Massachusetts Data Security Law. The Security Officer must ensure the confidentiality, integrity and availability of all electronic

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

Protected Health Information and Protected Personal Information that the Company creates, receives, maintains or transmits; protect against any reasonably anticipated threats or hazards to the security or integrity of electronic Protected Health Information and Protected Personal Information; protect against any reasonably anticipated uses or disclosures of electronic Protected Health Information and/or Protected Personal Information that are not permitted or required; ensure compliance with HIPAA and the Massachusetts Data Security Law.

The Security Officer is responsible for ensuring that the Company:

- i. Complies with security rules under HIPAA,
- ii. Complies with Massachusetts Data Security Law,
- iii. Develops and implements security policies and procedures that comply with federal and state law,
- iv. Maintains the confidentiality of Protected Health Information particularly all electronic Protected Health Information (“ePHI”) created or received by the Company from the date such information is created or received until it is destroyed,
- v. Tests security safeguards on a routine basis,
- vi. Reviews the scope of the security measures at least annually, or whenever there is a material change in the Company’s business practices that may implicate the security or integrity of records containing Protected Health Information and Protected Personal Information, and
- vii. Provides the appropriate level of training for all employees, as required.

Internal Security

To combat internal risks to security, confidentiality and/or integrity of any electronic, paper or other records containing Protected Health Information and/or Protected Personal Information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and effective immediately.

- i. A copy of this Security Policy must be distributed to all employees, who, upon receipt, must acknowledge in writing that he/she has received a copy.
- ii. Employment contracts and/or confidentiality agreements must contain provisions requiring employees to comply with this Security Policy and to prohibit any nonconforming use of Protected Health Information and/or Protected Personal Information during or after employment; with mandatory disciplinary action to be taken for any violation of this Security Policy. Violations may result in disciplinary action, up to and including termination of employment, assignment, or association with the Company. Such disciplinary action shall take into account the severity of the violation and the number of violations.
- iii. The amount of Protected Health Information and/or Protected Personal Information must be limited to the minimum amount needed for legitimate

business purposes, or to comply with the Company's privacy policies and procedures, and federal and state regulations.

- iv. Access to records containing Protected Health Information and Protected Personal Information must be limited to those persons who need to have access to such information for legitimate business purposes or to comply with the Company's privacy policies and procedures, and federal and state regulations.
- v. Electronic access to user identification after multiple unsuccessful attempts to gain access must be blocked.
- vi. All security measures must be reviewed annually, or whenever there is a material change in the Company's business practices that may reasonably implicate the security or integrity of records containing Protected Health Information or Protected Personal Information. The Security Officer is responsible for this review and any recommendation for improved security arising out of that review.
- vii. Terminated employees must return all records containing Protected Health Information and/or Protected Personal Information, in any form, that may at the time of such termination be in the former employee's possession (including all such information stored on laptops or other portable devices or media, and in files, records, work papers, etc.).
- viii. A terminated employee's physical and electronic access to Protected Health Information and Protected Personal Information must be blocked immediately. Such terminated employee shall be required to surrender all keys, IDs, access cards or badges, business cards, etc., that permit access to the Company's premises or information. Moreover, such terminated employee's remote electronic access, e-mail access, internet access, and passwords must be invalidated. The Security Officer shall maintain a highly secured master list of all lock combinations, passwords and keys.
- ix. Current employees' IDs and passwords must be changed periodically. Passwords must contain at least one alpha character, one numeric character and one symbol.
- x. Access to Protected Health Information and Protected Personal Information shall be restricted to active uses and active user accounts only.
- xi. Employees must immediately report any suspicious or unauthorized use of Protected Health Information or Protected Personal Information to the Security Officer.
- xii. Whenever there is a Security Breach requiring notification in accordance with HIPAA and/or the Massachusetts Data Security Law, there shall be an immediate mandatory post-incident review of events and actions taken, if any, with a view to determining whether any changes in the Company's security practices is required to improve the security of Protected Health Information and Protected Personal Information.
- xiii. Employees may not keep open files containing Protected Health Information and/or Protected Personal Information on their desks when they are not at their desks. Employees may not store Company files on personal computers or keep client files offsite.

- xiv. At the end of each work day, all files and other records containing Protected Health Information and/or Protected Personal Information must be secured in a manner that is consistent with the Company's HIPAA privacy policies and procedures, and federal and state law. For example, materials should not be left in open spaces such as administrative assistants' desks or ledges. Also, employees must log off computers at the end of each working day.
- xv. The Company shall develop rules (bearing in mind its business needs) that ensure that reasonable restrictions upon physical access to records containing Protected Health Information and/or Protected Personal Information are in place, including a written procedure that sets forth the manner in which physical access to such records is restricted; and the Company must store such records and data in locked facilities; secure storage areas or locked containers.
- xvi. Access to electronically stored Protected Health Information and/or Protected Personal Information shall be electronically limited to those employees having a unique log-in ID; and re-log-in shall be required when a computer has been inactive for more than a few minutes.
- xvii. Visitors' access to the Company's offices must be restricted. Visitors may not be allowed to wander freely through the Company's offices. Whenever possible, employees should meet with visitors in a secure confidential space when conversations may involve Protected Health Information or Protected Personal Information. From time to time vendors are allowed free access to the Company's office. Employees should not conduct conversation regarding business matters when such visitors are present unless necessary.
- xviii. Paper or electronic records (including records stored on hard drives or other electronic media) containing Protected Health Information and/or Protected Personal Information shall be disposed of only in a manner that complies with HIPAA and M.G.L.c. 93I (*e.g.*, paper documents should be shredded prior to disposal).
- xix. Paper or electronic records (including records stored on hard drives or other electronic media) containing Protected Health Information and/or Protected Personal Information shall be retained in a manner that complies with business practices, Federal and State laws.
- xx. To ensure system compatibility and the security of electronic information, employees may not install or modify software on any computer provided or owned by the Company unless express prior approval is provided by the Company. This approval must be obtained for each installation or service.
- xxi. To ensure that services provide appropriate security measures and that affected equipment can be safeguarded to avoid the downloading of computer viruses, express prior permission must be obtained from the Company before subscribing to, or using, any program that accesses information from external sources, including the use of any communications software, accessing any bulletin board or online service or use of the Internet.

- xxii. Employees may not use password protection or encryption (coding) software or similar protections on any system or file without express prior approval from the Company. Where permission is provided, the password must be provided to the Security Officer. The use of any type of encryption scheme or password, whether or not authorized, in no manner restricts the Company's rights to monitor use of Company -provided technologies (see Technology Policy).
- xxiii. Where passwords and sign-on codes are in place, users may not share their passwords except to the extent required to comply with this Security Policy. Passwords should be guarded and not written or accessible on or near the equipment. Users who have access to the Company's systems through remote technology should take special precautions to ensure that their equipment is not used in an unauthorized manner or by unauthorized individuals.
- xxiv. Whenever information is provided to anyone outside the Company's location in electronic form, such information must be encrypted and/or password protected.
- xxv. Employees who log into the Company's systems by way of a wireless communication must be securely configured and certified by an IT Specialist. If a user has any questions, he or she should contact IT.

External Security

To combat external risks to security, confidentiality and/or integrity of any electronic paper or other records containing Protected Health Information or Protected Personal Information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory are effective immediately.

- i. There must be reasonably up-to-date firewall protection and operating system security patches, reasonably designed to maintain the integrity of the personal information, installed on all systems processing protected health information and/or protected personal information.
- ii. There must be reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, installed on all systems processing protected health information and/or protected personal information.
- iii. To the extent technically feasible, all personal information stored on laptops or other portable devices must be encrypted, as must all records and files transmitted across public networks or wirelessly, to the extent technically feasible. Encryption here means the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key, unless further defined by regulation by the U.S. Department of Health and Human Services or the Massachusetts Office of Consumer Affairs and Business Regulation.
- iv. All computer systems must be monitored for unauthorized use of or access to personal information.

- v. There must be secure user authentication protocols in place, including: (a) protocols for control of user IDs and other identifiers; (b) a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices; (c) control of data security passwords to ensure that such passwords are kept in a location.

Reporting Security Breaches

The Company will mitigate any harm caused by unauthorized disclosures of Protected Health Information and Protected Personal Information and will notify affected clients and individuals when security breaches occur.

A. Breaches of Protected Health Information

A breach is the unauthorized acquisition, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of the Protected Health Information. A breach does not occur if an unauthorized individual to whom Protected Health Information is disclosed is not reasonably able to retain such information. There are the following two exceptions to the rule:

- i. The unauthorized acquisition, access or use of Protected Health Information is unintentional and made by an employee or individual acting under the authority of a covered entity or business associate if the acquisition, access or use of Protected Health Information was made in good faith and within the course and scope of employment or other professional arrangement with the covered entity or business associate and the Protected Health Information is not further acquired, accessed, used or disclosed.
- ii. If an inadvertent disclosure of Protected Health Information occurs by an individual who is authorized to access Protected Health Information at a facility operated by the covered entity or business associate to another similarly situated employee at the same facility as long as the Protected Health Information is not further acquired, used or disclosed without authorization.

Unsecured Protected Health Information means Protected Health Information in any form that is not protected through technology or methods specified by the federal government. Unsecured Protected Health Information can be vulnerable to a Security Breach in any of the commonly recognized states:

- i. Data in motion (*i.e.*, data that is moving through a network, including wireless transmission);
- ii. Data at rest (*i.e.*, data that resides in databases, file systems, and other structured storage methods);
- iii. Data in use (*i.e.*, data in the process of being created, retrieved, updated or deleted); or
- iv. Data disposed (*e.g.*, discarded paper records or recycled electronic media).

If the Company's privacy officer appointed in compliance with HIPAA and/or the Security Officer determine that a breach of Unsecured Protected Health Information has occurred, a written notice must be provided to all affected covered individuals without unreasonable delay and within 60 days of the discovery of the breach. If the Security Breach involves Protected Health Information for 500 or more individuals, the privacy officer and/or Security Officer will also notify the U.S. Department of Health and Human Services and the media.

For additional information regarding breaches of Protected Health Information, please refer the Company's HIPAA privacy policies and procedures.

B. Breaches of Protected Personal Information

When an employee of the Company knows or has reason to know (1) of a Security Breach, or (2) that the Protected Personal Information of a Massachusetts resident was acquired or used by an unauthorized person or for an unauthorized purpose, that employee must notify the Security Officer immediately. The Security Officer will notify the Attorney General and the Office of Consumer Affairs and Business Regulation of that breach or unauthorized acquisition or use.

A "Security Breach" is the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of Protected Personal Information, maintained by the Company that creates a substantial risk of identity theft or fraud against a resident of Massachusetts. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent, for the lawful purposes of such person or agency, is not a Security Breach unless the Protected Personal Information is used in an unauthorized manner or subject to further unauthorized disclosure.

"Encrypted" is defined as the transformation of data through the use of a 128-bit or higher algorithmic process into a form in which there is a low probability of assigning meaning without use of a confidential process or key, unless further defined by regulation of the Department of Consumer Affairs and Business Regulation.

Training

The Security Officer (or his/her designee) will provide training for all employees who use or disclose Protected Health Information and/or Protected Personal Information. Furthermore, the Security Officer (or his/her designee) will provide annual training for all managers, employees, and independent contractors, including temporary and contract employees, who have access to Protected Health Information and/or Protected Personal Information on the elements of this Security Policy with the appropriate level of security training as required. All attendees at such training sessions are required to certify their attendance at the training and their familiarity with the Company's requirements for

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

ensuring the protection of Protected Health Information and Protected Personal Information.

Responsibility and Disciplinary Actions

Each eligible employee has a duty to the Company to comply with the terms and conditions of this Security Policy. Any violations of this Security Policy must be reported to the Company or Security Officer.

Violations are subject to disciplinary action, up to and including termination of employment. Disciplinary action will be based on the severity of the violation(s) and the number of violations.

If any employee has a question with regard to this Security Policy, he or she should consult privately and confidentially with the Security Officer.

TECHNOLOGY POLICY

253 Organic, LLC provides certain employees with computer and telephone equipment and a variety of technologies, including the capability to send or receive voice mail and electronic mail (“E-mail”) and access to several online services and other external resources. Unauthorized use of telephone and computer equipment can threaten the ability of these systems to operate properly and potentially subject the user and the Company to certain liabilities.

All messages created, sent or retrieved over the Company’s computer and telephone equipment are the sole property of the Company and not the employees. The Company reserves the right to access, search, inspect, copy, delete and disclose any message, communication or file on any voice mail, e-mail or computer system owned or operated by the Company at any time or for any reason. The Company also reserves the right to access, search, inspect, copy, delete and disclose any file stored in any electronic form or any other medium located on Company property or kept with files or equipment that belong to or are provided by the Company at any time for any reason. The Company may also monitor telephone calls to assure quality. All equipment, software, files, disks, diskettes, communications or messages created, maintained or sent or received on any system or storage device provided by the Company are considered Company property.

Confidential information and trade secrets of the Company are not to be disclosed to any third person in any manner whatsoever, including without limitation, by electronic means, under any circumstances. Further, because cell phones, e-mail and voice mail are not completely secure, the utmost discretion should be used before sending and storing confidential or sensitive information, and, if at all possible, the most secure mode of transmission and storage should be used in accordance with the Company’s Security Policy. If there are questions regarding which mode, of transmission is appropriate, please contact the Security Officer.

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

Employees may not use the Company's equipment to send or receive messages in violation of federal or state law, in violation of Company policy (*e.g.*, the Security Policy), in violation of the intellectual or other property right or interest of another or in any inappropriate, discriminatory or unauthorized manner. As an example and not by way of limitation, messages that are profane, vulgar, harassing, defamatory or promote a user's personal beliefs on non-business issues are prohibited. Use of Company -provided resources in violation of this policy will result in disciplinary action, up to and including termination. The Company, in its sole discretion, may advise appropriate law enforcement officials of any suspected violations of law without the prior consent of the sender or receiver of a communication or any other person.

CONFIDENTIAL AND PROPRIETARY INFORMATION

The Company considers its confidential and proprietary information and trade secrets, including the confidential and proprietary information and trade secrets of our customers, to be one of its most valuable assets. As a result, employees must carefully protect and must not disclose to any other party at any time (including after any termination of employment) any confidential and proprietary information and trade secrets belonging to the Company or its customers except to the extent necessary to perform your duties for the Company or its clients or with the prior written consent of the Director of Operations. Such protected information includes, but is not limited to, the following examples:

1. Personal or financial information regarding the principals, officers, directors or managers and their affiliated and/or related entities,
2. Personnel information
3. Any information relating to individuals, businesses or other entities which the Company has established a business or working relationship,
4. Customer or vendor lists and information,
5. Financial information,
6. Business strategies,
7. Marketing strategies,
8. Contemplated or pending projects,
9. Proprietary business processes,
10. Development and acquisition plans,
11. Research and development strategies,
12. Formulas, recipes, and product ingredients, and
13. Any other proprietary information whether communicated orally or in documentary, computerized or other tangible form, concerning the Company's or its clients' operations and business.

The removal of materials, documents, files, records and other property belonging to the Company from the premises is not encouraged. However, if you must do so, please

remember that confidential and proprietary information and trade secrets must be safeguarded at all times. Any electronic files you access remotely must also be safeguarded at all times.

Employees should ensure that any materials containing confidential or proprietary information are filed and/or locked up before leaving their work areas each day. During the workday, employees should not leave any sensitive information lying about or unguarded.

Employees who improperly use or disclose trade secrets, confidential or proprietary business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Neither these guidelines nor any terms set forth in a nondisclosure agreement shall be limiting to the other. Rather, each shall be construed broadly so as to compliment each other to provide the broadest protection for the Company's activities

All Company property, including any materials containing confidential information, must be surrendered immediately upon notice of termination or demand.

If you have any questions about this policy, consult the Director of Operations.

RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE

There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. The Company expects each employee to present himself or herself in a professional appearance and manner. If an employee is not respectful and considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the Company's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the Company reserves the right to terminate an individual's employment with the Company at its discretion, with or without notice.

The following is not a complete list of infractions for which an employee may be subject to discipline, but it is an example of those infractions that may result in immediate discipline, up to and including termination of employment, for a single offense:

1. Excessive absenteeism (or absence without notice) or lateness (or lateness without notice).
2. Unsatisfactory performance or conduct.
3. Smoking anywhere on the property.
4. Chewing gum and/or eating in areas of the property where it is prohibited such as on the production floor.

5. Use of cell phones for any purpose while working.
6. Dishonesty, including falsification of timecards and other Company-related documents, or misrepresentation of any fact.
7. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
8. Cursing in the workplace.
9. Possession of, consumption of, or being under the influence of alcoholic beverages while on Company or customer premises or on Company business.
10. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances.
11. Reporting for work with illegal drugs or unprescribed controlled substances in your body.
12. Possession of weapons, firearms, ammunition, explosives, or fireworks on Company premises (including parking areas) or customer premises.
13. Failure to promptly report a workplace injury or accident involving any of the Company's employees, visitors, equipment, vehicles, or property.
14. Commission of a crime, or other conduct which may damage the reputation of Company.
15. Use of profane language while on Company business.
16. Stealing, misappropriating, or intentionally damaging property belonging to the Company or its visitors or employees.
17. Unauthorized use of the Company's or its customers' name, funds, equipment, or property, including telephone, mail system or other employer-owned equipment.
18. Insubordination, including failure to comply with any work assignments or instructions given by any Company employee with the authority to do so unless such assignment or instruction violates Company policies or federal or state law.
19. Violation of the Company's Equal Employment Opportunity Policy or its Harassment Policy.
20. Interference with the work performance of other employees.
21. Failure to utilize Company machinery or equipment in accordance with the manufacturer's specifications.
22. Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
23. Failure to maintain the confidentiality of proprietary information belonging to the Company or its customers.
24. Failure to comply with the Company's personnel policies and rules.
25. Disqualification or expiration of Dispensary Agent Identification Card.

RE-EMPLOYMENT

As a general rule, the Company will not rehire former employees who:

- Were dismissed by the Company;
- Resigned without giving two weeks' notice;

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- Were dismissed for inability to perform job duties;
- Had a poor attendance record; or
- Violated work rules or safety rules.

MOONLIGHTING/DAYLIGHTING

The Company discourages our employees from taking additional outside employment. Employees who wish to take on outside employment must first obtain permission from the Director of Operations. Work requirements for the Company, including overtime, must take precedence over any outside employment.

The Company will not permit any employee to take an outside job with an employer in the same or related business as the Company, or which is in any way a competitor of the Company. Employees are not permitted to work for any customer of the Company outside of the regular working hours.

If the Company permits an employee to take outside employment, the employee must report to the Director of Operations when the outside job has started. If you are unable to work when requested by the Company (including overtime), or unable to maintain a high work performance level at the Company, permission to work at the outside job may be rescinded, or your employment with the Company may be terminated.

Employees are expected to be engaged in services and activities for the Company while at work. You may not engage in outside activities during working hours (*i.e.*, daylighting).

BENEFITS

WORKERS' COMPENSATION BENEFITS

The Company purchases workers' compensation insurance for employees who suffer accidental injuries or occupational diseases arising out of and in the course of employment. Benefit coverage and medical payments will be in accordance with the requirements of the Massachusetts Workers' Compensation law.

In the event of an accident or injury, you must notify the Director of Operations immediately, no matter how minor the incident or accident may appear. Depending on the severity of the injury, the injured employee may be referred to an emergency room or a local clinic.

If you are injured, you must complete the necessary accident/incident reports within 24 hours of the injury. The Company reserves the right to require that you be tested for the presence of drugs or alcohol after any accident.

VACATION TIME

The Company provides its full-time employees with vacation time each year as a way to express our appreciation and a way to renew and refresh our employees. Because our business can experience strict deadlines on projects, the Company reserves the right to grant vacations at times that are most suitable for our business conditions and to limit vacations during our busy times.

Employees are eligible for 5 days (40 hours) of vacation per calendar year.

Employees must use all vacation in the calendar year in which it is granted. It should be scheduled and approved by the Director of Operations at least two weeks in advance. Any unused vacation will be forfeited at the end of each calendar year. The Director of Operations may at her discretion allow employees to carry over unused vacation into a subsequent calendar year.

Upon termination of employment for any reason, employees are paid for any accrued but unused vacation during that calendar year.

Part-time, temporary and seasonal employees are not eligible for vacation.

SICK TIME

Employees who works 80 or more hours for the Company during a calendar year are entitled to paid sick leave for the care and treatment of themselves or a family member. Eligible employees accrue 1 hour of paid sick leave for every 30 hours worked up to a maximum of 40 hours of paid sick leave per calendar year.

An employee may use earned sick time:

- to care for the employee's child, spouse, parent, or parent of a spouse, who suffers from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- to attend regular medical appointments for the employee or the employee's child, spouse, parent, or parent of a spouse;
- to address the psychological, physical, or legal effects of domestic violence; and
- to travel to and from an appointment, a pharmacy, or other location related to the purpose for sick leave was taken.

If the need is foreseeable, the employee must provide 7 days advance notice of his/her intention to use sick leave. If the need is not foreseeable, the employee must

notify his/her supervisor as soon as practicable. Calling or texting a co-worker is not appropriate notification.

Employees may roll over up to 40 hours of paid sick leave to the next calendar year. In no event, however, will an employee be able to take more than 40 hours of paid sick leave during a calendar year.

Upon termination of employment for any reason, employees are paid for any accrued but unused vacation during that calendar year.

LEAVES OF ABSENCE

Maternity Leave

The Company complies with the Massachusetts Maternity Leave Act and will grant a female employee who has completed at least ninety (90) consecutive days of full-time employment, a leave of absence for the purpose of giving birth or adopting a child under the age of eighteen (18) (or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled) up to a period of eight (8) consecutive weeks. At the end of a maternity leave, the employee will be reinstated to her previous or similar position with the same status, pay, benefit accrual and seniority as of the date of her leave unless business necessity makes this impossible or unreasonable and the leave exceeds eight (8) weeks.

Jury Leave

Employees who are called for jury duty will be granted time off with pay to perform this civic duty. Employees must notify the Director of Operations as soon as they learn they have been summoned as a juror so that work arrangements can be made. In order to be paid for Jury Leave, an employee must provide the Director of Operations with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The Company will pay employees straight time for their regularly scheduled hours of work, minus the compensation they received from the court for their service as jurors, for up to five days of jury service. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify the Director of Operations of his or her availability to work.

Military Leave

The Company will grant employees called into military service an unpaid leave of absence and reemployment rights as provided by the laws of the United States.

Employees in the military reserve or National Guard will be granted two-weeks off to fulfill their annual two-week training obligation. Upon submission of military pay

vouchers, employees will be paid the difference between military pay and their regular base pay for such two-week training period.

In addition, new FMLA regulations include two types of military family leave referred to as “qualifying exigency leave” and “military caregiver leave”. Employees should speak with the Director of Operations regarding military leave. Reinstatement following military leave will be in compliance with state and federal law.

PARKING

Parking at the Company in designated areas is available for all employees. Employees should consult their supervisor for the location assigned to them. The Company will not be liable for damage, theft, or other destruction of an employee’s property while utilizing the parking lot.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current Company employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Director of Operations upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the Company reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the Company, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the Company at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the Company has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the Company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is Company property and must be returned upon termination of employment.

Signature

Date

Employee Name: Printed

253 Organic, LLC Management Operations and Policies

A) Hours of Operation

The Cultivation, Kitchen, Extraction location will be operating between the hours of 7:00 a.m. And 6:00 p.m.

The Retail Dispensary location will be operating between the hours of 9:00 a.m. And 8:00 p.m.

B) Job Descriptions and Employment Contracts

1. Job Descriptions and Employment Contracts

Attached as Exhibit A are the Job Descriptions of key positions within the Facilities. Each description includes a more detailed description of the Personnel Duties and Responsibilities, Authority, and Qualifications of each position. Those positions include:

- 1.a. Director of Operations
- 1.b. Cultivation Manager
- 1.c. Dispensary Manager
- 1.d. Kitchen Manager
- 1.e. Extraction Manager
- 1.f. Harvest Quality Control Technician

2. Personnel Supervision

The Director of Operations (Seth Rutherford) is responsible for all employee supervision at the Company. There will be four intermediary managers. All cultivation employees will report to the Cultivation Manager. All kitchen employees will report to the Kitchen Manager. All extraction employees will report to the Extraction Manager. All Dispensary employees will report to the Dispensary manager.

3. Training & Confidentiality 935 CMR 500.105 (B)

The Cultivation, Kitchen, Extraction, Dispensary Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the cultivation building. The Dispensary Manager will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Dispensary building. Such training will cover no less than 8 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Attached as Exhibit M is a copy

253 Organic, LLC Management Operations and Policies

of the Employee Training Acknowledgement Form. Training topics conducted by the Manager(s) will include:

- 3.a. Employee Handbook and Job Descriptions
- 3.b. Employment Laws and Employee Rights
- 3.c. Cultivation Operations and Administration as detailed in (935 CMR 500.105)
- 3.d. Kitchen/Extraction Operations and Administration as detailed in (935 CMR 500.105)
- 3.e. Dispensary Operations and Administration as detailed in (935 CMR 500.105)

4. Performance Evaluations

The Manager(s) will conduct in-person employee performance evaluations for all new employees after 6 months of employment and for all current employees no less than annually, within the cultivation building. Performance evaluations will be recorded on the Employee Performance Evaluation Form attached as Exhibit C.

5. Disciplinary Actions

The Manager(s) will be responsible for taking disciplinary actions against any employee. The Managers will follow the guidelines of the Progressive Discipline Policy attached as Exhibit D. Disciplinary action will be documented by the Manager(s) according to the requirements of the attached Progressive Discipline Policy and regulations promulgated by the Commission.

6. Employment Contracts

The Company will not utilize written employment contracts with any of its employees. All of the Companies employees will be employed under verbal at-will contracts, subject to the terms and conditions of the Employee Handbook attached as Exhibit E.

D) Terms

- 1. Marijuana will be referenced in this document as “*cannabis*”
- 2. Cultivation, Kitchen, Extraction will be referenced as “Cultivation” as they are in the same building

EMPLOYEE TRAINING ACKNOWLEDGEMENT

The Companies Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Cultivation and Dispensary buildings. Such training will cover no less than 4 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Training topics conducted by the Managers will include:

- a. Employee Handbook and Job Descriptions
- b. Employment Laws and Employee Rights
- c. Cultivation and Dispensary Operations and Administration
- d. Business Records and Retention of such Records
- e. Inventory Control and Product Labeling
- f. Security

I, _____, ACKNOWLEDGE THAT I HAVE RECEIVED
(NAME)

IN-PERSON TRAINING ON _____, FROM _____
(DATE) (START TIME)

TO _____ AT THE DISPENSARY'S BUILDING COVERING EACH
(STOP TIME)

OF THE TOPICS LISTED ABOVE

EMPLOYEE SIGNATURE

DATE

MANAGER SIGNATURE

DATE

Job Description

Job Title: Director of Operations
Salary: TBD
Location: Corporate Offices of 253, LLC
Report to: Board

About 253 Organic, LLC

This is an upscale exclusive professional environment with a friendly, self-motivated staff. Our main goals are focused on customers and a positive contribution in the community, providing safe access and top quality cannabis to customers.

253 Organic, LLC Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, LLC, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional customer service, and contribute to the knowledge sharing process.

Job Summary: The Directors of Operations position plans, directs and coordinates the operations of the cultivation facility and the dispensary. Some of the responsibilities are formulating policies, managing daily operational activities, and planning use of materials and human resources toward maximum productivity.

Responsibilities

Strategy, Vision and Leadership

1. Advise the General Manager and other key members of senior management on financial planning, budgeting, cash flow, investment priorities, supply chain, and policy matters.
2. Serve as the management liaison to the Absolute board; effectively communicate and present critical financial matters at select board of directors and committee meetings.
3. Maintain continuous lines of communication, keeping the Board informed of all critical issues.
4. Represent the organization externally, as necessary.

Team Development/Leadership

1. Oversee, direct, and organize the work of the finance and operations teams.
2. Promote a culture of high performance and continuous improvement that values learning and a commitment to quality.
3. Ensure staff members receive timely and appropriate training and development.
4. Establish and monitor staff performance and development goals, assign accountabilities, set objectives, establish priorities, conduct annual performance appraisals, and recommend salary adjustments.
5. Mentor and develop staff using a supportive and collaborative approach: assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.

Operations

1. Upgrade and implement an appropriate system of policies, internal controls, accounting standards, and procedures.
2. Plan, coordinate, and execute the annual budget process.
3. Identify, recommend, and implement changes to improve productivity and reduce cost and scrap, monitor scrap and rework data. Direct the establishment, implementation and maintenance of production standards.
4. Direct and coordinate various programs essential to manufacturing procedures (e.g., training, safety, housekeeping, cost reduction, worker involvement, security, etc.).
5. Initiate and coordinate major projects, (e.g., plant layout changes, installation of capital equipment, major repairs, etc.).
6. Work effectively and relate well with others. Exhibit a professional manner in dealing with others, working to maintain constructive working relationships.
7. Keep current on information and technology affecting functional areas to increase innovation and ensure compliance.
8. Perform miscellaneous duties and projects as assigned and required.
9. Maintain communication with the CCC in regards to the recent rules and regulations in the MJ industry.
10. Assure ALL employees have a valid and current Agent card in their possession at all times while on the premises.
11. Coordinate all employee dismissals and card cancellations with the CCC.
12. Work with the extraction team to assure quality standards are met and production levels are fulfilled.
13. Maintain the testing protocol standards on all products to assure quality and consistency with MJ product lines.
14. Continually evaluate and insure that the General Liability insurance is in line with current demands and make recommendations as needed.
15. Oversee all insurance policies i.e. General Liability, Auto Liability, Workman's Comp, Products Liability, and Health Insurance. Audit all policies every 6 months to assure limits are adequately maintained.
16. Work with the kitchen, cultivation, and extraction managers to assure quality standards and production quotas are being met. Make recommendations to the Board as needed.

Desired Qualifications:

1. Business or Accounting degree recommended.
2. Minimum 10 years' experience in a senior management role ideally with both external audit and in-house financial management experience gained in a high-growth organization.
3. Proven track record of success facilitating progressive organizational change and development within a growing organization.
4. Excellent judgment and creative problem solving skills including negotiation and conflict resolution skills.
5. Strong mentoring, coaching experience to a team with diverse levels of expertise
6. Entrepreneurial team player with multitasking skills.
7. Superior management skills; ability to influence and engage direct and indirect reports and peers.
8. Self-reliant, good problem solver, results oriented.
9. Energetic, flexible, collaborative, and proactive; a team leader who can positively and productively impact both strategic and tactical finance and administration initiatives.
10. Exceptional written, oral, interpersonal, and presentation skills and the ability to effectively interface with senior management, 253's board of directors, and staff.
11. Ability to operate as an effective tactical and strategic thinker.

Additional Duties:

This job description in no way states or implies that these are the only duties to be performed. You will be expected to follow any other job-related instructions and to perform other job-related duties as requested by your supervisor.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Harvest Quality Control Technician
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

253 Organic Grow Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic Grow, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Harvest Quality Control Technician is responsible for supervising the daily operations of the harvesting, trimming, and processing Marijuana (MJ), including: maintenance and cleaning of harvesting equipment, packaging, and inventory management. He must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

- 1 Operate power trimmer as needed to trim marijuana that has been harvested that day.
2. Catalog the strains, number of plants, weights, etc. each day into the harvested flower and harvested trim logs
3. Check all marijuana on drying racks for dryness and timeliness to go into plastic tubs as well as all trim on drying racks.
4. Check all plastic tubs with drying marijuana two to three times a day and determine whether to open or close tubs based on level of moisture in the product. Responsible for ensuring that product never stays too wet or gets too dry at any time.
5. Determine what product has dried enough in tubs and is ready to be placed in curing jars.
6. Every 2-3 days responsible for "burping" all of the curing jars for a few hours to ensure they have not become too wet or dry, and also determine how far along each jar is in the curing process.
7. Once it has been determined that a curing jar is ready to be packaged, he/she is responsible for weighing the finished, cured product and logging information and labeling packages.
8. Overall responsible for the entire drying, curing, packaging, and logging processes and also assisting the Trimming/Harvesting group with anything necessary.
9. Assist in overall general maintenance and repairs at the grow facility.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of cannabis and Massachusetts MJ laws. Specifically, must have knowledge of various strains, genetics, growing techniques, and all relevant terminology.
3. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to cultivate high quality marijuana.
4. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
5. Clean and well organized
6. Successful completion of a thorough personal reference check and background check from the CCC. *Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.*

Authorities:

1. Authority to operate all aspects and functions in harvesting & packaging.
2. Authority to open and close the safe while storing all MJ.
3. Authority to handle MJ.
4. Authority to handle and process inventory in FlowHub.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Cultivation Manager
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

Camp Verde Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Cultivation Manager is responsible for overseeing every aspect of the cultivation facility. The Cultivation Manager must be extremely organized and able to prioritize, delegate and implement tasks and policies for the cultivation team. The Cultivation Manager will be responsible for managing all of the cultivation technicians, trimmers, and other cultivation employees. In addition, the Cultivation Manager is responsible for the management of all cultivation equipment maintenance and replacement. He/she will be responsible for training new and existing employees on all aspects of cultivation. The Cultivation manager will also be involved in inventory management, ordering supplies, as well as other administrative duties as required. The Cultivation Manager must have an intense interest in growing cannabis with a willingness and drive to understand all aspects of cultivating marijuana. He/she must also be able to predict and develop preventative measures for both pest and disease attacks. The Cultivation Manager is expected to stay current and knowledgeable about the MJ offered by 253 Organic and other products in the industry. They must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Oversee all operations of Cultivation Facility.
2. Inventory and Supply Chain Management.
3. Train all employees on correct cultivation techniques.
4. Ensure cultivation facility meets all compliance requirements put in place by the CCC, and Massachusetts MJ state law.
5. Organize and track all cultivation inventory throughout growth cycle, ensuring continuation and rotation of all current strains and a consistent infusion of new strains.
6. Implement Integrated Pest Management and Disease Management Strategies.
7. Maintain all cultivation equipment maintenance and replacement.
8. Coordinate with the Director of Operations and to manage and complete any and all tasks necessary for the continued operation of the cultivation facility at a very high level.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of the medicine and Massachusetts MJ laws. Specifically, must have extensive knowledge of various strains, genetics, growing techniques, pests, diseases, harvesting, curing, and all relevant terminology.
3. Computer literacy, including experience with Microsoft Word and Excel
4. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to create and lead a highly skilled team of cultivators to produce the highest quality of medicine on a consistent basis.
5. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
6. Clean and well organized
7. Successful completion of a thorough personal reference check and background check from the CCC.
Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

253 Organic, LLC Management Operations and Policies

A) Hours of Operation

The Cultivation, Kitchen, Extraction location will be operating between the hours of 7:00 a.m. And 6:00 p.m.

The Retail Dispensary location will be operating between the hours of 9:00 a.m. And 8:00 p.m.

B) Job Descriptions and Employment Contracts

1. Job Descriptions and Employment Contracts

Attached as Exhibit A are the Job Descriptions of key positions within the Facilities. Each description includes a more detailed description of the Personnel Duties and Responsibilities, Authority, and Qualifications of each position. Those positions include:

- 1.a. Director of Operations
- 1.b. Cultivation Manager
- 1.c. Dispensary Manager
- 1.d. Kitchen Manager
- 1.e. Extraction Manager
- 1.f. Harvest Quality Control Technician

2. Personnel Supervision

The Director of Operations (Seth Rutherford) is responsible for all employee supervision at the Company. There will be four intermediary managers. All cultivation employees will report to the Cultivation Manager. All kitchen employees will report to the Kitchen Manager. All extraction employees will report to the Extraction Manager. All Dispensary employees will report to the Dispensary manager.

3. Training & Confidentiality 935 CMR 500.105 (B)

The Cultivation, Kitchen, Extraction, Dispensary Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the cultivation building. The Dispensary Manager will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Dispensary building. Such training will cover no less than 8 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Attached as Exhibit M is a copy

253 Organic, LLC Management Operations and Policies

of the Employee Training Acknowledgement Form. Training topics conducted by the Manager(s) will include:

- 3.a. Employee Handbook and Job Descriptions
- 3.b. Employment Laws and Employee Rights
- 3.c. Cultivation Operations and Administration as detailed in (935 CMR 500.105)
- 3.d. Kitchen/Extraction Operations and Administration as detailed in (935 CMR 500.105)
- 3.e. Dispensary Operations and Administration as detailed in (935 CMR 500.105)

4. Performance Evaluations

The Manager(s) will conduct in-person employee performance evaluations for all new employees after 6 months of employment and for all current employees no less than annually, within the cultivation building. Performance evaluations will be recorded on the Employee Performance Evaluation Form attached as Exhibit C.

5. Disciplinary Actions

The Manager(s) will be responsible for taking disciplinary actions against any employee. The Managers will follow the guidelines of the Progressive Discipline Policy attached as Exhibit D. Disciplinary action will be documented by the Manager(s) according to the requirements of the attached Progressive Discipline Policy and regulations promulgated by the Commission.

6. Employment Contracts

The Company will not utilize written employment contracts with any of its employees. All of the Companies employees will be employed under verbal at-will contracts, subject to the terms and conditions of the Employee Handbook attached as Exhibit E.

D) Terms

- 1. Marijuana will be referenced in this document as “*cannabis*”
- 2. Cultivation, Kitchen, Extraction will be referenced as “Cultivation” as they are in the same building

253 Organic, LLC Management Operations and Policies

3. Employee's with approved Marijuana Establishment Agent Registration Card will be referred to as “agent(s)”
4. 253 Organic, LLC will be referred to as “ Company” and refers to activities of Cultivation, Dispensary, Kitchen and Extraction.
5. Retail Dispensary will be referred to as “ Dispensary”
6. Cultivation, Dispensary, Kitchen and Extraction individually are referred to as a “site(s)”

E) Business Records (935 CMR 500.105 (I))

1. Records

The Companies business records shall be created, stored, maintained and retained by the Dispensary in accordance with all rules and regulations promulgated by the Commission, and applicable City and County Ordinances, as well as any other applicable rules, regulations and laws. The Company will maintain business records according to the requirements of the Document Retention Policy attached as Exhibit F. Maintained business records will include, but not be limited to the following items:

- a. Corporate Records
- b. Accounting and Financial Records
- c. Correspondence and Internal Memoranda
- d. Electronic Documents
- e. Legal Files and Papers
- f. Insurance Records
- g. Payroll Documents
- h. Personnel Records
- i. Property Records
- j. Tax Records
- k. Media/Marketing Materials
- l. Miscellaneous Records

2. Retention

a.a. Method(s)

253 Organic, LLC Management Operations and Policies

The method of the Companies business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the method of retention for a given business record.

a.b. **Time-Frame**

The time-frame of the business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the time-frame of retention for a given business record.

F) Inventory Control (935 CMR 500.105 (H)(3)(4))

The Company has contracted with and will utilize at all times a comprehensive internet-based cannabis inventory control system known as Flowhub.

1. Inventory Control System

The Companies inventory control system, known as Flowhub, is an internet-based comprehensive cannabis inventory and sales tracking system that is guaranteed to comply with all Commission's regulations pertaining to the cultivation, processing, tracking, identification, transfer, transportation and sale of cannabis. The Flowhub inventory control system is both Cultivation, Infused Products, Dispensary, Extraction focused, allowing for:

- a. Tracking of every cannabis plant, nutrient, watt, drop and yield within the Dispensary or its cultivation site*
- b. Tracking of every cannabis plant from seed to sale*
- c. Tracking of nutrients, schedules, yields, environmental variables and grow costs*
- d. Capture of historical data and test results*
- e. Provision of batch and plant tracking*
- f. Creation of Commission approved dispatch and trip plans*
- g. Tracking of shake, spillage, evaporation, edibles, concentrates and any theft*

The Site's will document each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable cannabis, and ending inventory by requiring its agents to input all such information into the Flowhub inventory control system on a daily basis. The Site's agents will also be required to input into the Flowhub inventory control system, on a daily basis, all information pertaining to:

- a. Acquiring cannabis from another cultivation facility*
- b. Acquiring cannabis from another dispensary or another dispensary's cultivation site*

253 Organic, LLC Management Operations and Policies

- c. Each batch of cannabis cultivated by the Dispensary's cultivation site
- d. Provision of cannabis to another dispensary
- e. Receiving cannabis infused edible products from another dispensary

2. Disposal of Unusable Cannabis (935 CMR 500.105)

The Company will establish and implement an inventory control system for the cannabis that documents the disposal of cannabis that is not usable cannabis. The Site's will require the use of the Cannabis Disposal Form attached as Exhibit G to document any such disposal, which will include the description of and reason for the cannabis being disposed of including, if applicable, the number of any failed or unusable plants; the date of disposal; the method of disposal; the name and registry identification number of the site agent responsible for the disposal. The Company will contract with one or more waste removal companies in compliance to (935 CMR 500.105 (L)) to provide the cultivation with an on-site waste refuse container, into which any responsible dispensary agent will deposit any cannabis that is not usable, as well as remove the contents of the on-site waste refuse container on a continuous basis and dispose of it as waste is customarily disposed of by waste removal companies.

3. Designated Agent For Inventory Control

The Site(s) Operations Manager(s) will have oversight of, and maintain, their site's cannabis inventory control system.

4. Methods of Acquiring Cannabis

The Dispensary will in general acquire cannabis from the Cultivation site, another dispensary or another dispensary's cultivation site. The Dispensary/Cultivation will not acquire cannabis from any other source.

Procedure: *The Dispensary/Cultivation will follow the methods listed below in the event of any acquisition or provision of cannabis or related products:*

- a. Acquiring cannabis from another dispensary or another dispensary's cultivation site:

After approval by the Dispensary General Manager or Director of Operations, all such acquisitions will take place either within the Dispensary building by physical delivery from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, acquired by one of the Dispensary's dispensary agents and documented by a trip plan as required by the Commission's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve or reject all deliveries of cannabis into the

253 Organic, LLC Management Operations and Policies

Dispensary's building, whether from a dispensary agent of another dispensary or from the Dispensary's own dispensary agent bringing such acquisition into the Dispensary's building. The Dispensary will utilize its Flowhub inventory control system to document its acquisition of cannabis from a dispensary agent of another dispensary and will input all required information (see below) regarding such acquisition into the Flowhub system immediately upon receiving any cannabis into the Dispensary building and accepting such acquisition. The required information to be input by a dispensary agent upon any acquisition of cannabis from a dispensary agent of another dispensary will include:

1. A description of the cannabis acquired including the amount, strain, and batch number
2. The name and registry identification number of the dispensary and dispensary agent who provided the cannabis
3. The name and registry identification number of the dispensary agent receiving the cannabis on behalf of the dispensary
4. The date of acquisition.

b. Cannabis cultivated at the Cultivation site:

The Cultivation will utilize its Flowhub inventory control system to document its cultivation of cannabis at its cultivation site and will input all required information (see below) regarding such cultivation into the Flowhub system. The required information to be input by an agent pertaining to the cultivation of cannabis within the Cultivation site will include:

1. The batch number
2. Whether the batch originated from cannabis seeds or cuttings
3. The origin and strain of the cannabis seed or cutting planted
4. The number of cannabis seeds or cuttings planted
5. The date the cannabis seeds or cuttings were planted
6. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers used in the cultivation
7. Harvest information including the date of harvest, the final processed usable cannabis yield weight, the name and registry identification number of the dispensary agent responsible for the harvest

253 Organic, LLC Management Operations and Policies

8. The disposal of cannabis that is not usable cannabis including the description of and reason for the cannabis being disposed of including, if applicable, the number of any failed or unusable plants; the date of disposal; the method of disposal; the name and registry identification number of the dispensary agent responsible for the disposal

c. Provision of cannabis to another dispensary:

After approval by the Dispensary's General Manager or the Director of Operations, all such provisions will take place either within the Dispensary building by physical retrieval from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, delivered by one of the Dispensary's dispensary agents, physically retrieved by a dispensary agent of another dispensary, and documented by a trip plan as required by the Department's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve all provision of cannabis to another dispensary. The Dispensary will utilize its Flowhub inventory control system to document its provision of cannabis to a dispensary agent of another dispensary and will input all required information (see below) regarding such provision into the Flowhub system immediately upon releasing any cannabis from the Dispensary building. The required information to be input by a dispensary agent upon any provision of cannabis to a dispensary agent of another dispensary will include:

1. The amount, strain, and batch number of cannabis provided
2. The name and registry identification number of the other dispensary
3. The name and registry identification number of the dispensary agent who received the cannabis on behalf of the other dispensary
4. The date the cannabis was provided
5. The cannabinoid profile of the cannabis within the package, including THC and other cannabinoid levels
6. Symbol....TBD by March 15

d. Receiving cannabis infused edible products from another dispensary:

After approval by the Dispensary's General Manager or the Director of Operations, all such acquisitions will take place either within the Dispensary

building by physical delivery from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, acquired by one of the Dispensary's agents and documented by a trip plan as required by the Commission's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve or reject all deliveries of cannabis infused edible products into the Dispensary's building, whether from an agent of another dispensary or from the Dispensary's own agent bringing such acquisition into the Dispensary's building. The Dispensary will utilize its Flowhub inventory control system to document its acquisition of cannabis infused edible products from an agent of another dispensary and will input all required information (see below) regarding such acquisition into the Flowhub system immediately upon receiving any cannabis infused edible products into the Dispensary building and accepting such acquisition. The required information to be input by an agent upon any acquisition of cannabis infused edible products from an agent of another dispensary will include:

1. A description of the edible food products received from the dispensary including total weight of each edible food product and estimated amount and batch number of the cannabis infused in each edible product
2. Total estimated amount and batch number of cannabis infused in the edible food products
3. The name and registry identification number of the dispensary and the dispensary employee providing the edible food products to the receiving dispensary and dispensary agent receiving the edible food products on behalf of the receiving dispensary
4. The date the edible food products were provided to the Dispensary

5. Packaging/Storage (935 CMR 500.105 (K))

The Dispensary will package the great majority of its cannabis, and infuse and package all of its edibles, concentrates, at the cultivation site. After the opening of the Companies Cultivation site and on an ongoing basis, a large percentage of the Dispensary's cannabis will be packaged and stored in a safe room at the Companies Cultivation building in compliance to 935 CMR 500.110 (G)(I)(C)). With the exception of bulk packaged cannabis that will be transferred directly from the Companies Cultivation site to another dispensary or another dispensary's cultivation site, all usable cannabis cultivated at the Companies Cultivation site will be packaged and sealed in the exact amounts that it will be sold at the Dispensary's building (grams, fractions of ounces and full ounces). For the percentage of the Dispensary's cannabis that will be packaged at the Dispensary building, all such

253 Organic, LLC Management Operations and Policies

cannabis will be visually inspected and weighed in bulk by the General Manager to ensure the integrity of the cannabis in terms of strain, content, and amount. Thereafter, such cannabis will be broken down into smaller amounts (grams, fractions of ounces and ounces) and weighed to confirm weight accuracy. The cannabis will then be packaged and sealed into plastic bags of differing sizes that are transparent on one side, using a heat iron or packed into high-quality glass containers with a rubber air-tight seal around the circular opening of such glass containers. The cannabis will then be labeled with the required labeling information (see below). All handling of cannabis throughout the acquisition, inspection, weighing, packaging and labeling process will be done by the Dispensary's agents under strict cleanliness, security and sanitary controls as required by the Commission's regulations (105 CMR 300.000). All labels affixed to the Dispensary's packaged cannabis will be placed either on the outside of the plastic bags or the glass container. The information on all such labels will include:

- a. For all cannabis provided by the Dispensary to another Dispensary, the Dispensary will ensure that such cannabis is labeled with:
 1. The Dispensary's registry identification number
 2. The amount, strain, and batch number of marijuana
 3. The date of harvest or sale
 4. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation and production of the Cannabis

6. Audits

The Site's Director of Operations will have oversight of the Companies inventory control and will conduct and document an audit of the companies inventory that is accounted for according to generally accepted accounting principles at least once every 30 calendar days. The Director of Operations will perform any audit by using reports generated from the Flowhub inventory control system that indicate the companies current inventory and comparing such reports to the individual site's actual physical inventory, which the Director of Operations will tally by physically counting the inventory and manually recording the totals. If a periodic inventory audit identifies a reduction in the amount of cannabis in the cultivation's inventory not due to documented causes, the Director of Operations will determine where the loss occurred and take and document corrective action using the Loss or Theft Report Form attached as Exhibit H. If any reduction in the amount of cannabis in the Site(s) inventory is due to suspected criminal activity by a dispensary agent, the Site(s) will report the dispensary agent to the Commission and to local law enforcement authorities and take and document corrective action using the Loss or Theft Report Form attached as Exhibit H.

7. Records Retention (935 CMR 500.105 (I))

253 Organic, LLC Management Operations and Policies

The Company will maintain the inventory control documentation and records described above at the dispensary in compliance with the Document Retention Policy attached as Exhibit F for at least five years from the date on the inventory control document, and upon request, provide the required inventory control documentation to the Commission for review in either electronic or print format. The Companies inventory control documentation and records will include all categories of documents listed in Section II (Accounting and Financial Records) of the Document Retention Policy and will be stored both within the cultivation's electronic servers and the internet-based Flowhub inventory control system.

G) General

1. Posting of Required Information

The Company will post the following information in a place that can be viewed by the individuals entering any site:

- 1. The Site's approval to operate;*
- 2. The Site's registration certificate;*

The Director of Operations shall ensure that this posting is in place at all times during the Cultivation operating hours.

2. Policy & Procedure Review

The Company will review its policies and procedures at least once every 12 months from the issue date of its Site's registration certificate and update as needed. The Company will ensure that all policies and procedures maintained for inspection are the most recent versions with all revisions incorporated therein. The Company will use the Policies and Procedures Review Log attached as Exhibit I, which will be kept in a binder containing all policies and procedures in hard copy, available for inspection in the reception area of the cultivation/dispensary buildings in order to ensure timely review of its policies and procedures.

H) Cleaning and Sanitation

1. Maintenance of Dispensary/Cultivation Building and Equipment

The Cultivation will ensure that any building or equipment used by the Cultivation for the cultivation, harvest, preparation, packaging, storage, infusion, or sale of cannabis is maintained in a clean and sanitary condition. The Site's will maintain and enforce a routine cleaning schedule to ensure that the buildings and all equipment is maintained in a clean and sanitary condition.

2. Quality Control/Protection of Cannabis (935 CMR 500.000)

The Cultivation site will ensure that cannabis in the process of production, preparation, manufacture, packing, storage, sale, distribution, or transportation is protected from flies, dust, dirt, and all other contamination. In addition to the use of sealed containers, the Cultivation will routinely test samples of cannabis in its possession for any contaminants listed above in addition to THC and cannabinoid profiles. In the event any such contaminants are detected, the cannabis will be disposed of in accordance to the policies and procedures herein.

3. Removal of Refuse or Waste (500.105 (L))

The Company will ensure that refuse or waste products incident to the manufacture, preparation, packing, selling, distributing, or transportation of cannabis are removed from the buildings used at a site at least once every 24 hours or more often as necessary to maintain a clean condition. The Site's will develop and implement a plan for removal of refuse and waste approved by the Commission . The Site's will ensure that various agents will share the responsibility of removing refuse or waste each night before closing, and when necessary. Cannabis remnants or by-products shall be disposed of according to an approved plan and not placed within the facility's exterior refuse container.

4. Cleaning of Equipment

The Cultivation will ensure that all trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, or the machinery used in moving, handling, cutting, chopping, mixing, canning, packaging, or other processes are cleaned daily. The Cultivation will ensure that various agents will share the responsibility of cleaning equipment each night before closing, and when necessary.

5. Protection of Edibles

The cultivation/kitchen will ensure that, if applicable, all edible foods are securely covered. The cultivation/kitchen will ensure that all edibles are properly packaged and kept in a secure manner to prevent airborne or contact contamination. All edible products shall be prepared, handled, and stored in compliance to sanitation requirements in 105 CMR 500.000 and “Good Manufacturing Practices for Food”, and with the requirements for food handlers specified in 105 CMR 300.000

6. Agent Hand Cleansing

The Cultivation will ensure that while in the Cultivation site, an agent will clean their hands and exposed portions of their arms in a hand washing sink:

- 1. Before preparing cannabis including working with food, equipment, and utensils;*
- 2. During preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;*
- 3. After handling soiled equipment or utensils;*
- 4. After touching bare human body parts other than the dispensary employee's clean hands and exposed portions of arms; and*
- 5. After using the toilet room.*

7. Agent Hygiene

The Site's will ensure that while in the site, if working directly with the preparation of cannabis or the infusion of cannabis into non-edible products, an agent employee will:

- 1. Keep fingernails trimmed, filed, and maintained so that the edges and surfaces are cleanable;*
- 2. Unless wearing intact gloves in good repair, not have fingernail polish or artificial fingernails on the agent's fingernails; and*
- 3. Wear protective apparel such as coats, aprons, gowns, or gloves to prevent contamination.*

8. Dispensary Employee Clothing

The Cultivation will ensure that while in the Cultivation site, an agent will wear clean clothing appropriate to assigned tasks.

9. Reporting of Adverse Health Conditions

The Company will ensure that while in any site, an agent will report to the Director of Operations any health condition experienced by the agent that may adversely affect the safety or quality of any cannabis with which the agent may come into contact. The Company will ensure that all agents receive appropriate training regarding reporting adverse health conditions that the policy regarding reporting is enforced.

10. Determination of Adverse Health Condition

If the Director of Operations determines that an agent has a health condition that may adversely affect the safety or quality of the cannabis and, the Site(s) will prohibit the agent from direct contact with any cannabis or equipment or materials for processing cannabis until determined that the employee's health condition will not adversely affect the cannabis. The Company will ensure that all agents receive appropriate training regarding reporting adverse health conditions and that the policy regarding reporting is enforced.

I) Agent Registry Identification Card and Requirements

1. Possession of Agent Registry Identification Card

The Company will ensure that each site has the agent's registry identification card in the agent's immediate possession when the agent:

- 1. Is working at the any site, or*
- 2. Is transporting cannabis for the Dispensary/Cultivation.*

Procedure: *No agent shall enter the Dispensary/Cultivation sites without first showing his/her agent registry identification card to the agent overseeing access and proving that he/she is in actual possession of the registry identification card. The Director of Operations will periodically check with agents within the Dispensary/Cultivation*

253 Organic, LLC Management Operations and Policies

building to verify that agents have their registry identification cards in their immediate possession.

253 Organic, LLC Management Operations and Policies

2. Agent Accompaniment/Diversion

The Site's will ensure that an agent accompanies any individual other than another company agent associated with the Site's when the individual is present in the enclosed, locked facility where cannabis is cultivated or processed.

Procedure: *Access to the Companies sites by individuals other than agents shall be supervised by the Director of Operations according to the following:*

1. *The Director of Operations must approve the entrance of any individual other than an authorized company agent into the Cultivation site.*
2. *Upon approval by the Director of Operations, an individual will be required to sign a logbook registering both the time in and the time out of the Cultivation site.*
3. *The Director of Operations will assign an agent to accompany the individual at all times that the individual is within the site.*
4. *The Director of Operations will ensure that upon exiting the Cultivation site, an accompanied individual will not have removed any cannabis or related products from the Cultivation site.*

3. Agent Registry Identification Card Requirement (500.030)

The Company will not allow an individual who does not possess an agent registry identification card issued under the appropriate Site(s) registration certificate to:

1. *Serve as a principal officer or board member for the Company;*
2. *Be employed by the Company*

Procedure: *Prior to opening, the Company will ensure that all above-listed individuals have received an agent registry identification card. Any above-listed individual that does not obtain such a card will not be permitted to: be in the Dispensary building, cultivation site, extraction or kitchen, serve as a principal officer or board member for the Company, or be employed by the Company.*

4. Notice of a Site's Agent Termination

The Company will provide written notice to the Commission, including the date of the event within ten working days after the date, when a site agent no longer:

1. *Serves as a principal officer or board member for the Company;*

253 Organic, LLC Management Operations and Policies

2. *Is employed by the Dispensary, cultivation, extraction or kitchen;*

Procedure: *The Company will maintain an automatic notification system for renewals of registry identification cards and ensure that all renewals are achieved prior to the expiration of any registry identification card for any of the individuals listed above. In the event that a site's agent changes status as described above, the Company will ensure that the Commission is immediately notified and it shall be the responsibility of the Director of Operations to do so.*

J) Physical Plant and Requirements of Dispensary and Cultivation Location

1. 1000 Feet From School (Note: per federal guidelines)

The Dispensary and its cultivation site are (and will always be) located at least 1000 feet from a private school or a public school that existed before the date the Dispensary or Cultivation submitted its initial dispensary registration certificate application.

2. Parking

The Dispensary/Cultivation/Kitchen has onsite parking and parking adjacent to the Dispensary/Cultivation/Kitchen buildings.

3. Facility Amenities

The Dispensary and its Cultivation site have:

1. *At least one toilet room;*
2. *Each toilet room shall contain:*
 - a. *A flushable toilet;*
 - b. *Mounted toilet tissue;*
 - c. *A sink with running water;*
 - d. *Soap contained in a dispenser; and*

253 Organic, LLC Management Operations and Policies

e. Disposable, single-use paper towels in a mounted dispenser or a mechanical air hand dryer;

3. At least one hand washing sink not located in a toilet room;

4. Designated storage areas for cannabis or materials used in direct contact with cannabis separate from storage areas for toxic or flammable materials; and

5. If preparation or packaging of medical marijuana is done in the building, a designated area for the preparation or packaging that:

a. Includes work space that can be sanitized, and

b. Is only used for the preparation or packaging of cannabis

4. Commercial Weighing Devices

For each commercial device used at the Dispensary/Cultivation site, it will:

1. Ensure that the commercial device is licensed and certified.

2. Maintain documentation of the commercial device's license or certification, and

3. Provide a copy of the commercial device's license or certification to the Commission for review upon request.

5. Maintenance of a Single, Secure Entrance

The Dispensary and Cultivation sites will have a single secure entrance. Through the use of a single, secure entrance into the site's building, the site's will implement appropriate security measures to deter and prevent the theft of cannabis and unauthorized entrance into areas containing cannabis.

6. Prohibition Against On-Site Consumption

The Company will not permit any person to consume cannabis on the property of the Site's. The Company will require that all employees sign a form stating that they

253 Organic, LLC Management Operations and Policies

understand the relevant policies and procedures and agree to abide by them, including the prohibition of consuming cannabis on the property of any site. The Site's will post signs inside the buildings and enforce the policy.

K) Security (935 CMR 500.110)

1. Limited Access

The Company will restrict access to the areas of the Dispensary/Cultivation site that contain cannabis and at the kitchen/extraction site, to authorized individuals only. No persons under the age of 21 are allowed into the body of the Cultivation, Dispensary, Kitchen, Extraction, not including the waiting room.

Procedure: *Access to Cultivation, Dispensary, Kitchen, Extraction other than company agents shall be supervised by the Director of Operations according to the following:*

1. The Director of Operations must approve the entrance of any individual other than an authorized agent into any site.
2. Upon approval by the Director of Operations, an individual will be required to sign a logbook registering both the time in and the time out of the site.
3. The Director of Operations will assign an agent to accompany the individual at all times that the individual is within the site.
4. The Director of Operations will ensure that upon exiting the Cultivation site, an accompanied individual will not have removed any cannabis or related products from the site.

a. Unauthorized Access

To prevent unauthorized access to cannabis at the Companies buildings, the buildings have security equipment to deter and prevent unauthorized entrance into limited access areas that includes devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device. In addition, a burglar alarm shall be installed that will activate upon motion via entrance through the doors, glass, rooftop access and cover any shared wall. The alarm shall be monitored by an alarm company.

b. Identification

The Company will provide for the accurate and continuous identification of individuals authorized to enter the Site's.

c. Security Equipment

The Company has security equipment to deter and prevent unauthorized entrance into limited access areas that includes devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device. In addition, a burglar alarm shall be installed that will activate upon motion via entrance through the doors, glass, rooftop access and cover any shared wall. The alarm shall be monitored by an alarm company.

c.i. Intrusion Detection

The Company will comply with all Commission and City rules and regulations with regard to mandatory security and monitoring devices to prevent and detect unauthorized intrusion into the cultivation/dispensary building. The Company will contract with a security and alarm monitoring company to conduct in-person and remote surveillance of the cultivation/dispensary buildings on a 24/7 basis. In addition, during business hours, the Operations Manager will ensure that all electronically restricted access controlled doors are properly secured and set to alarm as a result of any unauthorized intrusion. During non-business hours, the Director of Operations will ensure that the security system is armed and operational by securing all interior doors, electronically restricted access doors, and the exterior door and setting the security system by way of a confidential access code.

c.ii. Exterior Lighting

To prevent unauthorized access to cannabis at any location around or in the buildings, the Company has security equipment to deter and prevent unauthorized entrance into limited access areas that includes exterior lighting to facilitate surveillance.

Procedure: *At a minimum, the Site's shall maintain lighting to provide a minimum of 2-foot candles of light throughout all parking lots and the exterior entrance of the Dispensary/Cultivation building. The Director of Operations will ensure that all such lights are properly working at all times.*

c.iii. Electronic Monitoring

253 Organic, LLC Management Operations and Policies

The Company will conduct electronic monitoring both in and around its site. The Company will conduct electronic video monitoring of all visitors in the parking lot and in the entry area of the Building site.

Procedure: *All customers entering the Cultivation shall remove their hats, sunglasses, and other similar objects, which obstruct physical identification. This shall not apply to clothing worn over the face for established religious reasons. At all times during business hours, at least one site agent within the site will be tasked with monitoring the electronic video monitoring systems and responding to any issues of security or safety that may arise. To prevent unauthorized access to cannabis at the site, the site has security equipment to deter and prevent unauthorized entrance into limited access areas that includes electronic video and visual monitoring, including but not limited to:*

1. At least one 19 inch or greater call-up monitor;
2. A video printer capable of immediately producing a clear still photo from any video camera image;
3. Video cameras that: (1) Provide coverage of all entrances to and exits from limited access areas and all entrances to and exits from the building, capable of identifying any activity occurring in or adjacent to the building; and (2) Have a recording resolution of least at 704 x 480 or the equivalent;
4. A video camera in each grow room capable of identifying any activity occurring within the grow room in low light conditions;
5. Storage of video recordings from the video cameras for at least 90 calendar days;
6. A failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system; and
7. Sufficient battery backup for video cameras and recording equipment to support at least five minutes of recording in the event of a power outage.

The Director of Operations will be responsible for ensuring that all electronic video and visual monitoring security equipment is properly functioning at all times.

c.iv. Panic Buttons

The Company will install and maintain working panic buttons in the interior of the Cultivation/Dispensary sites. All agents at the site will have

253 Organic, LLC Management Operations and Policies

access to and be made aware of the location of multiple panic buttons throughout the sites.

Procedure: *All Company employees will be trained on the specific location of panic buttons and the specific circumstances under which panic buttons should be used, including disorderly conduct, criminal invasion, and other security emergencies. The Director of Operations will ensure that all interior panic buttons are properly functioning at all times.*

d. Loitering

The Company will provide for the accurate and continuous identification of individuals authorized to enter any site.

Procedure: *The Dispensary/Cultivation site's will periodically monitor the public areas around the building site to ensure no loitering is taking place and escort individuals away from the public areas around the buildings in the event that any loitering occurs.*

2. **Transportation (935 500.105 (M))**

The Dispensary eventually plans to transport cannabis and cannabis infused edible products and oils between the Dispensary and the Dispensary's Cultivation site, as well as to deliver cannabis and cannabis infused edible products and oils to another dispensary and will follow the regulations detailed in 500.105(M).

a. **Trip Plans**

The Cultivation will ensure that company employees will be the only individuals permitted to transport cannabis, cannabis plants, and cannabis paraphernalia between the Dispensary and the Dispensary's Cultivation site or another dispensary. In all such instances, the Cultivation will complete a trip plan, compliant with the requirements below.

a.i. Contents

If the cultivation and/or kitchen transports cannabis, cannabis plants, and cannabis paraphernalia as shown above, before transportation, the responsible agent will complete a trip plan that includes:

253 Organic, LLC Management Operations and Policies

1. The name of the agents (two required) in charge of transporting the *cannabis*;
2. The date and start time of the trip;
3. A description of the *cannabis*, *cannabis* plants, or *cannabis* paraphernalia being transported; and
4. The anticipated route of transportation

Procedure: The cultivation and/or kitchen/extraction will utilize the Trip Plan Form attached as Exhibit J that requests and requires entry of the data listed above. The Director of Operations designated dispensary agent will prepare a Trip Plan Form including each of the data items listed above. The Director of Operations or designated agent will retain one copy for filing with the cultivation and provide the second copy to the agent transporting any products.

a.ii. Agent responsibilities

In addition to the responsibilities of an agent regarding the completion of the Trip Plan Form, the responsible agent will also enter the end time of the trip and any changes to the trip plan and provide a final copy of the trip plan to the Dispensary. The Dispensary will retain the final copy of the trip plan in electronic form at the Dispensary building. Any agent transporting cannabis will follow the procedures set forth below.

Procedure: The cultivation and/or kitchen will retain the electronic copy of the trip plan filed prior to transportation at the Cultivation building. During transportation, the agent will in addition:

1. Carry a copy of the trip plan on the agent's person for the duration of the trip;
2. Use a vehicle without any cannabis identification;
3. Ensure that the dispensary agent has a means of communication with the Dispensary; and
4. Ensure that the *cannabis*, *cannabis* plants, or *cannabis* paraphernalia are not visible.
5. Ensure that all traffic laws are followed.

253 Organic, LLC Management Operations and Policies

6. *Ensure compliance with all other items on the Dispensaries internal transport checklist.*

- a.iii. Record/ Retention

The Dispensary/Cultivation sites will maintain all trip plans described above at the Dispensary/Cultivation sites in compliance with the Document Retention Policy attached as Exhibit F for at least five years from the date of the filing of the trip plan and, upon request, provide a copy of any trip plans to the Department for review. The Dispensary/Cultivation sites will maintain all trip plans in electronic form at the Dispensary building. The Director of Operations will be responsible for ensuring that trip plans are accounted for and accurate. The trip plans will be stored within the companies electronic servers.

DISCIPLINARY ACTION FORM

1. Employee name: _____

2. Employee infraction: _____

3. Corrective action taken: _____

OCCURANCE: 1ST _____ 2ND _____ 3RD _____ 4TH _____

1. Supervisor Name: _____

2. Local law enforcement contacted:

Yes _____ No _____

Report # (if applicable): _____ Date filed: _____

3. Corrective action taken: _____

4. Employee Terminated:

Yes _____ No _____

Manager Name
(Printed)

ID# _____

Signature

Date _____

Employee Name
(Printed)

ID# _____

Signature

Date _____

Employee Performance Evaluation Form

Employee Name	Date of Hire
Job Title/ Department	Manager/ Supervisor
Date of Review	Review Period

1. Self-assessment and Summary of Accomplishments

Instructions: This section should be completed by employee and returned to their supervisor.

What areas of your job do you believe that you have excelled in over the last 6 months? What accomplishments are you most proud of? What did you learn from these accomplishments?

Describe any challenges you have faced over the last 6 months, explain how you have overcome them, and what 253 Organic, LLC could have done more to help address these issues?

What areas do you feel like you need to improve upon? What areas do you feel that you need to improve your knowledge the most to effectively complete your job??

What are your goals for yourself over the next 6 months? How will you accomplish these goals?

How comfortable are you with what your job description is and what is expected of you in that role?

2. Performance Ratings

Instructions: *This section should be completed by the manager/supervisor. Using the rating key below, describe the employee's performance in each of the listed performance categories, referring to examples listed in each category that are relevant to the employee's position. For each, include specific, detailed examples illustrating your rating?*

1. **Exceeds Expectations (5):** Consistently exceed expectations
2. **Sometimes Exceeds Expectations (4):** At times exceeds expectations
3. **Meets Expectations (3):** Meets all relevant performance standards
4. **Sometimes Meets Expectations (2):** At times doesn't meet expectations
5. **Needs Improvement (1):** Consistently underperforms in role
6. **No basis (N/A):** Insufficient opportunity to observe or not relevant to the job.

Job Knowledge

Understands company products, policies and procedures; has appropriate technical skills, analytical skills and problem solving skills, is proficient in their area of expertise.

1 2 3 4 5 N/A

Comments:

Communication Skills

Has appropriate verbal and written communication skills, including listening skills, and conflict resolution skills.

1 2 3 4 5 N/A

Comments:

Productivity and Quality of Work

Completes all assignments; performs work according to current guidelines and directives; pays attention to detail; produces work that matches expectations; produces work that is organized, thorough, complete, accurate and free of errors.

1 2 3 4 5 N/A

Comments:

Adaptability

Willingly accepts a variety of responsibilities; adapts to new situations in a positive manner; displays openness to learning and applying new skills; is resourceful; generally seeks work process improvements.

1 2 3 4 5 N/A

Comments:

Professional Demeanor

Maintains appearance appropriate to the job; exhibits sound judgment; maintains a high level of character and professional attitude; has positive relationships with managers.

1 2 3 4 5 N/A

Comments:

Initiative and Creativity

Plans work and accomplishes tasks effectively and of own accord; acts independently while keeping manager/supervisor informed; makes constructive suggestions; continually looks for ways to improve and promote

quality; looks for opportunities to take on more responsibility; actively seeks performance feedback.

1 2 3 4 5 N/A

Comments:

Time Management and Reliability

Consistently meets deadlines; is punctual and can be relied on for planning purposes; displays effective planning and organizational skills.

1 2 3 4 5 N/A

Comments:

Interpersonal Skills

Works well with others to achieve company's goals; accepts constructive criticism; reacts positively to instructions and procedures; effectively resolves conflict.

1 2 3 4 5 N/A

Comments:

Leadership

Provides clear direction and purpose; models ethical workplace behavior; sets clear goals; empowers employees to achieve objectives; motivates, mentors and develops employees; effective decision-making skills.

1 2 3 4 5 N/A

Comments:

Management

Maintains a safe and healthy work environment; organizes and distributes work effectively; communicates behavioral expectations and performance standards; monitors, documents and evaluates employee conduct and performance; provides appropriate and timely feedback; builds a team that reflects high morale, clear focus and group identity; encourages and provides opportunities for employee growth; promotes equal opportunity; protects the rights of all employees.

1 2 3 4 5 N/A

Comments:

3. Goals: What are goals for the next 6 months?

Instructions: This section should be completed by the manager/supervisor with employees input during the performance review meeting.

4. Training and Development Needs: Describe what is necessary to continue to grow and excel in current position.

Instructions: This section should be completed by the manager/supervisor with employees input during the performance review meeting.

5. Employee Comments

By signing this form, you confirm that you have discussed this review in detail with your manager/supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Name

Date

Manager/Supervisor Name

Date

PROGRESSIVE DISCIPLINE POLICY

The Cultivation and Dispensaries response to an employee's failure to comply with the policies and rules will generally depend on the nature and severity of the violation. Depending on the facts and circumstances involved in each situation, management may choose to begin corrective action at any of the following steps, up to and including immediate discharge. Typically, the corrective action will follow the sequence outlined below:

First conference: The first conference to discuss a discipline problem is usually preceded by an informal conversation about what may be a developing problem. During the first conference, the problem and its solution are discussed. Notes of the meeting are placed in the employee's file. If the solution is not successful, a second conference may be held or other corrective action taken, up to and including discharge.

Second conference: During the second conference, the facts of the problem are briefly reviewed and the reasons for the employee's failure to comply with the solution developed in the first conference are analyzed. Management may develop a plan to correct the problem. The solution is put in writing. This document is signed by the employee and placed in his or her personnel file. If the solution is not successful or the timetable is not met, a third conference may be held or other corrective action taken, up to and including discharge.

Third conference: During the third conference, a review of the problem and the failed solution takes place. The employee may or may not be offered a final opportunity to improve his or her job performance. If the employee is unable to satisfy the Companies performance standards, the employee will be terminated.

This procedure is set forth merely as a guideline. The implementation of this procedure should not be construed as preventing, limiting, or delaying the Cultivation or Dispensary from taking disciplinary action, including immediate discharge, in circumstances where the Cultivation or Dispensary deems such action appropriate.

MARIJUANA DISPOSAL FORM

1. Description of marijuana being disposed:

2. Reason for marijuana being disposed:

3. The number of any failed or unusable plants (if applicable): _____

4. The date of disposal: _____

5. The method of disposal: _____

6. The name and registry identification number of the dispensary agent responsible for the disposal:

Agent Name
(Printed)

Signature

ID# _____

Date _____

Manager Approval:

Manager Name
(Printed)

Signature

ID# _____

Date _____

LOSS OR THEFT REPORT FORM

LOSS: YES _____ NO _____ (if no, proceed to theft section below)

1. Where loss occurred: _____

2. How or why loss occurred: _____

3. Details regarding loss (amount, strain, value): _____

4. Corrective action taken: _____

THEFT: YES _____ NO _____

1. Where theft occurred: _____

2. Parties involved in theft: _____

Agent ID number(s) (if applicable): _____

3. Details regarding theft (amount, strain, value): _____

4. Details of report made to Department and local law enforcement: _____

Report # (if applicable): _____ Date filed: _____
5. Corrective action taken: _____

Manager Name
(Printed)

Signature

ID# _____

Date _____

POLICIES AND PROCEDURES REVIEW LOG

The Company will review its policies and procedures at least once every 12 months from the issue date of its dispensary registration certificate and update as needed. The Company will ensure that all policies and procedures maintained for inspection are the most recent versions with all revisions incorporated therein. The Company will use this Policies and Procedures Review Log, which will be kept in a binder containing all Company policies and procedures in hard copy, available for inspection in the reception area of the Cultivation and Dispensary building, in order to ensure timely review of its policies and procedures.

Issue Date of the Companies Registration Certificate:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

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Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

EMPLOYEE TRAINING ACKNOWLEDGEMENT

The Companies Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Cultivation and Dispensary buildings. Such training will cover no less than 4 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Training topics conducted by the Managers will include:

- a. Employee Handbook and Job Descriptions
- b. Employment Laws and Employee Rights
- c. Cultivation and Dispensary Operations and Administration
- d. Business Records and Retention of such Records
- e. Inventory Control and Product Labeling
- f. Security

I, _____, ACKNOWLEDGE THAT I HAVE RECEIVED
(NAME)

IN-PERSON TRAINING ON _____, FROM _____
(DATE) (START TIME)

TO _____ AT THE DISPENSARY'S BUILDING COVERING EACH
(STOP TIME)

OF THE TOPICS LISTED ABOVE

EMPLOYEE SIGNATURE

DATE

MANAGER SIGNATURE

DATE

Job Description

Job Title: Director of Operations
Salary: TBD
Location: Corporate Offices of 253, LLC
Report to: Board

About 253 Organic, LLC

This is an upscale exclusive professional environment with a friendly, self-motivated staff. Our main goals are focused on customers and a positive contribution in the community, providing safe access and top quality cannabis to customers.

253 Organic, LLC Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, LLC, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional customer service, and contribute to the knowledge sharing process.

Job Summary: The Directors of Operations position plans, directs and coordinates the operations of the cultivation facility and the dispensary. Some of the responsibilities are formulating policies, managing daily operational activities, and planning use of materials and human resources toward maximum productivity.

Responsibilities

Strategy, Vision and Leadership

1. Advise the General Manager and other key members of senior management on financial planning, budgeting, cash flow, investment priorities, supply chain, and policy matters.
2. Serve as the management liaison to the Absolute board; effectively communicate and present critical financial matters at select board of directors and committee meetings.
3. Maintain continuous lines of communication, keeping the Board informed of all critical issues.
4. Represent the organization externally, as necessary.

Team Development/Leadership

1. Oversee, direct, and organize the work of the finance and operations teams.
2. Promote a culture of high performance and continuous improvement that values learning and a commitment to quality.
3. Ensure staff members receive timely and appropriate training and development.
4. Establish and monitor staff performance and development goals, assign accountabilities, set objectives, establish priorities, conduct annual performance appraisals, and recommend salary adjustments.
5. Mentor and develop staff using a supportive and collaborative approach: assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.

Operations

1. Upgrade and implement an appropriate system of policies, internal controls, accounting standards, and procedures.
2. Plan, coordinate, and execute the annual budget process.
3. Identify, recommend, and implement changes to improve productivity and reduce cost and scrap, monitor scrap and rework data. Direct the establishment, implementation and maintenance of production standards.
4. Direct and coordinate various programs essential to manufacturing procedures (e.g., training, safety, housekeeping, cost reduction, worker involvement, security, etc.).
5. Initiate and coordinate major projects, (e.g., plant layout changes, installation of capital equipment, major repairs, etc.).
6. Work effectively and relate well with others. Exhibit a professional manner in dealing with others, working to maintain constructive working relationships.
7. Keep current on information and technology affecting functional areas to increase innovation and ensure compliance.
8. Perform miscellaneous duties and projects as assigned and required.
9. Maintain communication with the CCC in regards to the recent rules and regulations in the MJ industry.
10. Assure ALL employees have a valid and current Agent card in their possession at all times while on the premises.
11. Coordinate all employee dismissals and card cancellations with the CCC.
12. Work with the extraction team to assure quality standards are met and production levels are fulfilled.
13. Maintain the testing protocol standards on all products to assure quality and consistency with MJ product lines.
14. Continually evaluate and insure that the General Liability insurance is in line with current demands and make recommendations as needed.
15. Oversee all insurance policies i.e. General Liability, Auto Liability, Workman's Comp, Products Liability, and Health Insurance. Audit all policies every 6 months to assure limits are adequately maintained.
16. Work with the kitchen, cultivation, and extraction managers to assure quality standards and production quotas are being met. Make recommendations to the Board as needed.

Desired Qualifications:

1. Business or Accounting degree recommended.
2. Minimum 10 years' experience in a senior management role ideally with both external audit and in-house financial management experience gained in a high-growth organization.
3. Proven track record of success facilitating progressive organizational change and development within a growing organization.
4. Excellent judgment and creative problem solving skills including negotiation and conflict resolution skills.
5. Strong mentoring, coaching experience to a team with diverse levels of expertise
6. Entrepreneurial team player with multitasking skills.
7. Superior management skills; ability to influence and engage direct and indirect reports and peers.
8. Self-reliant, good problem solver, results oriented.
9. Energetic, flexible, collaborative, and proactive; a team leader who can positively and productively impact both strategic and tactical finance and administration initiatives.
10. Exceptional written, oral, interpersonal, and presentation skills and the ability to effectively interface with senior management, 253's board of directors, and staff.
11. Ability to operate as an effective tactical and strategic thinker.

Additional Duties:

This job description in no way states or implies that these are the only duties to be performed. You will be expected to follow any other job-related instructions and to perform other job-related duties as requested by your supervisor.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Harvest Quality Control Technician
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

253 Organic Grow Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic Grow, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Harvest Quality Control Technician is responsible for supervising the daily operations of the harvesting, trimming, and processing Marijuana (MJ), including: maintenance and cleaning of harvesting equipment, packaging, and inventory management. He must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Operate power trimmer as needed to trim marijuana that has been harvested that day.
2. Catalog the strains, number of plants, weights, etc. each day into the harvested flower and harvested trim logs
3. Check all marijuana on drying racks for dryness and timeliness to go into plastic tubs as well as all trim on drying racks.
4. Check all plastic tubs with drying marijuana two to three times a day and determine whether to open or close tubs based on level of moisture in the product. Responsible for ensuring that product never stays too wet or gets too dry at any time.
5. Determine what product has dried enough in tubs and is ready to be placed in curing jars.
6. Every 2-3 days responsible for "burping" all of the curing jars for a few hours to ensure they have not become too wet or dry, and also determine how far along each jar is in the curing process.
7. Once it has been determined that a curing jar is ready to be packaged, he/she is responsible for weighing the finished, cured product and logging information and labeling packages.
8. Overall responsible for the entire drying, curing, packaging, and logging processes and also assisting the Trimming/Harvesting group with anything necessary.
9. Assist in overall general maintenance and repairs at the grow facility.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of cannabis and Massachusetts MJ laws. Specifically, must have knowledge of various strains, genetics, growing techniques, and all relevant terminology.
3. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to cultivate high quality marijuana.
4. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
5. Clean and well organized
6. Successful completion of a thorough personal reference check and background check from the CCC. *Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.*

Authorities:

1. Authority to operate all aspects and functions in harvesting & packaging.
2. Authority to open and close the safe while storing all MJ.
3. Authority to handle MJ.
4. Authority to handle and process inventory in FlowHub.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Cultivation Manager
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

Camp Verde Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Cultivation Manager is responsible for overseeing every aspect of the cultivation facility. The Cultivation Manager must be extremely organized and able to prioritize, delegate and implement tasks and policies for the cultivation team. The Cultivation Manager will be responsible for managing all of the cultivation technicians, trimmers, and other cultivation employees. In addition, the Cultivation Manager is responsible for the management of all cultivation equipment maintenance and replacement. He/she will be responsible for training new and existing employees on all aspects of cultivation. The Cultivation manager will also be involved in inventory management, ordering supplies, as well as other administrative duties as required. The Cultivation Manager must have an intense interest in growing cannabis with a willingness and drive to understand all aspects of cultivating marijuana. He/she must also be able to predict and develop preventative measures for both pest and disease attacks. The Cultivation Manager is expected to stay current and knowledgeable about the MJ offered by 253 Organic and other products in the industry. They must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Oversee all operations of Cultivation Facility.
2. Inventory and Supply Chain Management.
3. Train all employees on correct cultivation techniques.
4. Ensure cultivation facility meets all compliance requirements put in place by the CCC, and Massachusetts MJ state law.
5. Organize and track all cultivation inventory throughout growth cycle, ensuring continuation and rotation of all current strains and a consistent infusion of new strains.
6. Implement Integrated Pest Management and Disease Management Strategies.
7. Maintain all cultivation equipment maintenance and replacement.
8. Coordinate with the Director of Operations and to manage and complete any and all tasks necessary for the continued operation of the cultivation facility at a very high level.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of the medicine and Massachusetts MJ laws. Specifically, must have extensive knowledge of various strains, genetics, growing techniques, pests, diseases, harvesting, curing, and all relevant terminology.
3. Computer literacy, including experience with Microsoft Word and Excel
4. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to create and lead a highly skilled team of cultivators to produce the highest quality of medicine on a consistent basis.
5. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
6. Clean and well organized
7. Successful completion of a thorough personal reference check and background check from the CCC.
Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

253 Organic, LLC Management Operations and Policies

A) Hours of Operation

The Cultivation, Kitchen, Extraction location will be operating between the hours of 7:00 a.m. And 6:00 p.m.

The Retail Dispensary location will be operating between the hours of 9:00 a.m. And 8:00 p.m.

B) Job Descriptions and Employment Contracts

1. Job Descriptions and Employment Contracts

Attached as Exhibit A are the Job Descriptions of key positions within the Facilities. Each description includes a more detailed description of the Personnel Duties and Responsibilities, Authority, and Qualifications of each position. Those positions include:

- 1.a. Director of Operations
- 1.b. Cultivation Manager
- 1.c. Dispensary Manager
- 1.d. Kitchen Manager
- 1.e. Extraction Manager
- 1.f. Harvest Quality Control Technician

2. Personnel Supervision

The Director of Operations (Seth Rutherford) is responsible for all employee supervision at the Company. There will be four intermediary managers. All cultivation employees will report to the Cultivation Manager. All kitchen employees will report to the Kitchen Manager. All extraction employees will report to the Extraction Manager. All Dispensary employees will report to the Dispensary manager.

3. Training & Confidentiality 935 CMR 500.105 (B)

The Cultivation, Kitchen, Extraction, Dispensary Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the cultivation building. The Dispensary Manager will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Dispensary building. Such training will cover no less than 8 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Attached as Exhibit M is a copy

253 Organic, LLC Management Operations and Policies

of the Employee Training Acknowledgement Form. Training topics conducted by the Manager(s) will include:

- 3.a. Employee Handbook and Job Descriptions
- 3.b. Employment Laws and Employee Rights
- 3.c. Cultivation Operations and Administration as detailed in (935 CMR 500.105)
- 3.d. Kitchen/Extraction Operations and Administration as detailed in (935 CMR 500.105)
- 3.e. Dispensary Operations and Administration as detailed in (935 CMR 500.105)

4. Performance Evaluations

The Manager(s) will conduct in-person employee performance evaluations for all new employees after 6 months of employment and for all current employees no less than annually, within the cultivation building. Performance evaluations will be recorded on the Employee Performance Evaluation Form attached as Exhibit C.

5. Disciplinary Actions

The Manager(s) will be responsible for taking disciplinary actions against any employee. The Managers will follow the guidelines of the Progressive Discipline Policy attached as Exhibit D. Disciplinary action will be documented by the Manager(s) according to the requirements of the attached Progressive Discipline Policy and regulations promulgated by the Commission.

6. Employment Contracts

The Company will not utilize written employment contracts with any of its employees. All of the Companies employees will be employed under verbal at-will contracts, subject to the terms and conditions of the Employee Handbook attached as Exhibit E.

D) Terms

- 1. Marijuana will be referenced in this document as “*cannabis*”
- 2. Cultivation, Kitchen, Extraction will be referenced as “Cultivation” as they are in the same building

253 Organic, LLC Management Operations and Policies

3. Employee's with approved Marijuana Establishment Agent Registration Card will be referred to as “agent(s)”
4. 253 Organic, LLC will be referred to as “ Company” and refers to activities of Cultivation, Dispensary, Kitchen and Extraction.
5. Retail Dispensary will be referred to as “ Dispensary”
6. Cultivation, Dispensary, Kitchen and Extraction individually are referred to as a “site(s)”

E) Business Records (935 CMR 500.105 (I))

1. Records

The Companies business records shall be created, stored, maintained and retained by the Dispensary in accordance with all rules and regulations promulgated by the Commission, and applicable City and County Ordinances, as well as any other applicable rules, regulations and laws. The Company will maintain business records according to the requirements of the Document Retention Policy attached as Exhibit F. Maintained business records will include, but not be limited to the following items:

- a. Corporate Records
- b. Accounting and Financial Records
- c. Correspondence and Internal Memoranda
- d. Electronic Documents
- e. Legal Files and Papers
- f. Insurance Records
- g. Payroll Documents
- h. Personnel Records
- i. Property Records
- j. Tax Records
- k. Media/Marketing Materials
- l. Miscellaneous Records

2. Retention

a.a. Method(s)

253 Organic, LLC Management Operations and Policies

The method of the Companies business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the method of retention for a given business record.

a.b. Time-Frame

The time-frame of the business record retention will depend on the type of business record to be retained. The Business Record Retention Policy attached at Exhibit F lays out in great detail the time-frame of retention for a given business record.

F) Inventory Control (935 CMR 500.105 (H)(3)(4))

The Company has contracted with and will utilize at all times a comprehensive internet-based cannabis inventory control system known as Flowhub.

1. Inventory Control System

The Companies inventory control system, known as Flowhub, is an internet-based comprehensive cannabis inventory and sales tracking system that is guaranteed to comply with all Commission's regulations pertaining to the cultivation, processing, tracking, identification, transfer, transportation and sale of cannabis. The Flowhub inventory control system is both Cultivation, Infused Products, Dispensary, Extraction focused, allowing for:

- a. Tracking of every cannabis plant, nutrient, watt, drop and yield within the Dispensary or its cultivation site*
- b. Tracking of every cannabis plant from seed to sale*
- c. Tracking of nutrients, schedules, yields, environmental variables and grow costs*
- d. Capture of historical data and test results*
- e. Provision of batch and plant tracking*
- f. Creation of Commission approved dispatch and trip plans*
- g. Tracking of shake, spillage, evaporation, edibles, concentrates and any theft*

The Site's will document each day's beginning inventory, acquisitions, harvests, sales, disbursements, disposal of unusable cannabis, and ending inventory by requiring its agents to input all such information into the Flowhub inventory control system on a daily basis. The Site's agents will also be required to input into the Flowhub inventory control system, on a daily basis, all information pertaining to:

- a. Acquiring cannabis from another cultivation facility*
- b. Acquiring cannabis from another dispensary or another dispensary's cultivation site*

253 Organic, LLC Management Operations and Policies

- c. Each batch of cannabis cultivated by the Dispensary's cultivation site
- d. Provision of cannabis to another dispensary
- e. Receiving cannabis infused edible products from another dispensary

2. Disposal of Unusable Cannabis (935 CMR 500.105)

The Company will establish and implement an inventory control system for the cannabis that documents the disposal of cannabis that is not usable cannabis. The Site's will require the use of the Cannabis Disposal Form attached as Exhibit G to document any such disposal, which will include the description of and reason for the cannabis being disposed of including, if applicable, the number of any failed or unusable plants; the date of disposal; the method of disposal; the name and registry identification number of the site agent responsible for the disposal. The Company will contract with one or more waste removal companies in compliance to (935 CMR 500.105 (L)) to provide the cultivation with an on-site waste refuse container, into which any responsible dispensary agent will deposit any cannabis that is not usable, as well as remove the contents of the on-site waste refuse container on a continuous basis and dispose of it as waste is customarily disposed of by waste removal companies.

3. Designated Agent For Inventory Control

The Site(s) Operations Manager(s) will have oversight of, and maintain, their site's cannabis inventory control system.

4. Methods of Acquiring Cannabis

The Dispensary will in general acquire cannabis from the Cultivation site, another dispensary or another dispensary's cultivation site. The Dispensary/Cultivation will not acquire cannabis from any other source.

Procedure: *The Dispensary/Cultivation will follow the methods listed below in the event of any acquisition or provision of cannabis or related products:*

- a. Acquiring cannabis from another dispensary or another dispensary's cultivation site:

After approval by the Dispensary General Manager or Director of Operations, all such acquisitions will take place either within the Dispensary building by physical delivery from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, acquired by one of the Dispensary's dispensary agents and documented by a trip plan as required by the Commission's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve or reject all deliveries of cannabis into the

253 Organic, LLC Management Operations and Policies

Dispensary's building, whether from a dispensary agent of another dispensary or from the Dispensary's own dispensary agent bringing such acquisition into the Dispensary's building. The Dispensary will utilize its Flowhub inventory control system to document its acquisition of cannabis from a dispensary agent of another dispensary and will input all required information (see below) regarding such acquisition into the Flowhub system immediately upon receiving any cannabis into the Dispensary building and accepting such acquisition. The required information to be input by a dispensary agent upon any acquisition of cannabis from a dispensary agent of another dispensary will include:

1. A description of the cannabis acquired including the amount, strain, and batch number
2. The name and registry identification number of the dispensary and dispensary agent who provided the cannabis
3. The name and registry identification number of the dispensary agent receiving the cannabis on behalf of the dispensary
4. The date of acquisition.

b. Cannabis cultivated at the Cultivation site:

The Cultivation will utilize its Flowhub inventory control system to document its cultivation of cannabis at its cultivation site and will input all required information (see below) regarding such cultivation into the Flowhub system. The required information to be input by an agent pertaining to the cultivation of cannabis within the Cultivation site will include:

1. The batch number
2. Whether the batch originated from cannabis seeds or cuttings
3. The origin and strain of the cannabis seed or cutting planted
4. The number of cannabis seeds or cuttings planted
5. The date the cannabis seeds or cuttings were planted
6. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers used in the cultivation
7. Harvest information including the date of harvest, the final processed usable cannabis yield weight, the name and registry identification number of the dispensary agent responsible for the harvest

253 Organic, LLC Management Operations and Policies

8. The disposal of cannabis that is not usable cannabis including the description of and reason for the cannabis being disposed of including, if applicable, the number of any failed or unusable plants; the date of disposal; the method of disposal; the name and registry identification number of the dispensary agent responsible for the disposal

c. Provision of cannabis to another dispensary:

After approval by the Dispensary's General Manager or the Director of Operations, all such provisions will take place either within the Dispensary building by physical retrieval from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, delivered by one of the Dispensary's dispensary agents, physically retrieved by a dispensary agent of another dispensary, and documented by a trip plan as required by the Department's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve all provision of cannabis to another dispensary. The Dispensary will utilize its Flowhub inventory control system to document its provision of cannabis to a dispensary agent of another dispensary and will input all required information (see below) regarding such provision into the Flowhub system immediately upon releasing any cannabis from the Dispensary building. The required information to be input by a dispensary agent upon any provision of cannabis to a dispensary agent of another dispensary will include:

1. The amount, strain, and batch number of cannabis provided
2. The name and registry identification number of the other dispensary
3. The name and registry identification number of the dispensary agent who received the cannabis on behalf of the other dispensary
4. The date the cannabis was provided
5. The cannabinoid profile of the cannabis within the package, including THC and other cannabinoid levels
6. Symbol....TBD by March 15

d. Receiving cannabis infused edible products from another dispensary:

After approval by the Dispensary's General Manager or the Director of Operations, all such acquisitions will take place either within the Dispensary

253 Organic, LLC Management Operations and Policies

building by physical delivery from a dispensary agent of another dispensary, or outside the Dispensary building (including within the building of another dispensary or another dispensary's cultivation site), if and only if, acquired by one of the Dispensary's agents and documented by a trip plan as required by the Commission's regulations. The Dispensary's General Manager or the Director of Operations will inspect and approve or reject all deliveries of cannabis infused edible products into the Dispensary's building, whether from an agent of another dispensary or from the Dispensary's own agent bringing such acquisition into the Dispensary's building. The Dispensary will utilize its Flowhub inventory control system to document its acquisition of cannabis infused edible products from an agent of another dispensary and will input all required information (see below) regarding such acquisition into the Flowhub system immediately upon receiving any cannabis infused edible products into the Dispensary building and accepting such acquisition. The required information to be input by an agent upon any acquisition of cannabis infused edible products from an agent of another dispensary will include:

1. A description of the edible food products received from the dispensary including total weight of each edible food product and estimated amount and batch number of the cannabis infused in each edible product
2. Total estimated amount and batch number of cannabis infused in the edible food products
3. The name and registry identification number of the dispensary and the dispensary employee providing the edible food products to the receiving dispensary and dispensary agent receiving the edible food products on behalf of the receiving dispensary
4. The date the edible food products were provided to the Dispensary

5. Packaging/Storage (935 CMR 500.105 (K))

The Dispensary will package the great majority of its cannabis, and infuse and package all of its edibles, concentrates, at the cultivation site. After the opening of the Companies Cultivation site and on an ongoing basis, a large percentage of the Dispensary's cannabis will be packaged and stored in a safe room at the Companies Cultivation building in compliance to 935 CMR 500.110 (G)(I)(C)). With the exception of bulk packaged cannabis that will be transferred directly from the Companies Cultivation site to another dispensary or another dispensary's cultivation site, all usable cannabis cultivated at the Companies Cultivation site will be packaged and sealed in the exact amounts that it will be sold at the Dispensary's building (grams, fractions of ounces and full ounces). For the percentage of the Dispensary's cannabis that will be packaged at the Dispensary building, all such

253 Organic, LLC Management Operations and Policies

cannabis will be visually inspected and weighed in bulk by the General Manager to ensure the integrity of the cannabis in terms of strain, content, and amount. Thereafter, such cannabis will be broken down into smaller amounts (grams, fractions of ounces and ounces) and weighed to confirm weight accuracy. The cannabis will then be packaged and sealed into plastic bags of differing sizes that are transparent on one side, using a heat iron or packed into high-quality glass containers with a rubber air-tight seal around the circular opening of such glass containers. The cannabis will then be labeled with the required labeling information (see below). All handling of cannabis throughout the acquisition, inspection, weighing, packaging and labeling process will be done by the Dispensary's agents under strict cleanliness, security and sanitary controls as required by the Commission's regulations (105 CMR 300.000). All labels affixed to the Dispensary's packaged cannabis will be placed either on the outside of the plastic bags or the glass container. The information on all such labels will include:

- a. For all cannabis provided by the Dispensary to another Dispensary, the Dispensary will ensure that such cannabis is labeled with:
 1. The Dispensary's registry identification number
 2. The amount, strain, and batch number of marijuana
 3. The date of harvest or sale
 4. A list of all chemical additives, including nonorganic pesticides, herbicides, and fertilizers, used in the cultivation and production of the Cannabis

6. Audits

The Site's Director of Operations will have oversight of the Companies inventory control and will conduct and document an audit of the companies inventory that is accounted for according to generally accepted accounting principles at least once every 30 calendar days. The Director of Operations will perform any audit by using reports generated from the Flowhub inventory control system that indicate the companies current inventory and comparing such reports to the individual site's actual physical inventory, which the Director of Operations will tally by physically counting the inventory and manually recording the totals. If a periodic inventory audit identifies a reduction in the amount of cannabis in the cultivation's inventory not due to documented causes, the Director of Operations will determine where the loss occurred and take and document corrective action using the Loss or Theft Report Form attached as Exhibit H. If any reduction in the amount of cannabis in the Site(s) inventory is due to suspected criminal activity by a dispensary agent, the Site(s) will report the dispensary agent to the Commission and to local law enforcement authorities and take and document corrective action using the Loss or Theft Report Form attached as Exhibit H.

7. Records Retention (935 CMR 500.105 (I))

253 Organic, LLC Management Operations and Policies

The Company will maintain the inventory control documentation and records described above at the dispensary in compliance with the Document Retention Policy attached as Exhibit F for at least five years from the date on the inventory control document, and upon request, provide the required inventory control documentation to the Commission for review in either electronic or print format. The Companies inventory control documentation and records will include all categories of documents listed in Section II (Accounting and Financial Records) of the Document Retention Policy and will be stored both within the cultivation's electronic servers and the internet-based Flowhub inventory control system.

G) General

1. Posting of Required Information

The Company will post the following information in a place that can be viewed by the individuals entering any site:

1. *The Site's approval to operate;*
2. *The Site's registration certificate;*

The Director of Operations shall ensure that this posting is in place at all times during the Cultivation operating hours.

2. Policy & Procedure Review

The Company will review its policies and procedures at least once every 12 months from the issue date of its Site's registration certificate and update as needed. The Company will ensure that all policies and procedures maintained for inspection are the most recent versions with all revisions incorporated therein. The Company will use the Policies and Procedures Review Log attached as Exhibit I, which will be kept in a binder containing all policies and procedures in hard copy, available for inspection in the reception area of the cultivation/dispensary buildings in order to ensure timely review of its policies and procedures.

H) Cleaning and Sanitation

1. Maintenance of Dispensary/Cultivation Building and Equipment

253 Organic, LLC Management Operations and Policies

The Cultivation will ensure that any building or equipment used by the Cultivation for the cultivation, harvest, preparation, packaging, storage, infusion, or sale of cannabis is maintained in a clean and sanitary condition. The Site's will maintain and enforce a routine cleaning schedule to ensure that the buildings and all equipment is maintained in a clean and sanitary condition.

2. Quality Control/Protection of Cannabis (935 CMR 500.000)

The Cultivation site will ensure that cannabis in the process of production, preparation, manufacture, packing, storage, sale, distribution, or transportation is protected from flies, dust, dirt, and all other contamination. In addition to the use of sealed containers, the Cultivation will routinely test samples of cannabis in its possession for any contaminants listed above in addition to THC and cannabinoid profiles. In the event any such contaminants are detected, the cannabis will be disposed of in accordance to the policies and procedures herein.

3. Removal of Refuse or Waste (500.105 (L))

The Company will ensure that refuse or waste products incident to the manufacture, preparation, packing, selling, distributing, or transportation of cannabis are removed from the buildings used at a site at least once every 24 hours or more often as necessary to maintain a clean condition. The Site's will develop and implement a plan for removal of refuse and waste approved by the Commission . The Site's will ensure that various agents will share the responsibility of removing refuse or waste each night before closing, and when necessary. Cannabis remnants or by-products shall be disposed of according to an approved plan and not placed within the facility's exterior refuse container.

4. Cleaning of Equipment

The Cultivation will ensure that all trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, or the machinery used in moving, handling, cutting, chopping, mixing, canning, packaging, or other processes are cleaned daily. The Cultivation will ensure that various agents will share the responsibility of cleaning equipment each night before closing, and when necessary.

5. Protection of Edibles

The cultivation/kitchen will ensure that, if applicable, all edible foods are securely covered. The cultivation/kitchen will ensure that all edibles are properly packaged and kept in a secure manner to prevent airborne or contact contamination. All edible products shall be prepared, handled, and stored in compliance to sanitation requirements in 105 CMR 500.000 and “Good Manufacturing Practices for Food”, and with the requirements for food handlers specified in 105 CMR 300.000

6. Agent Hand Cleansing

The Cultivation will ensure that while in the Cultivation site, an agent will clean their hands and exposed portions of their arms in a hand washing sink:

- 1. Before preparing cannabis including working with food, equipment, and utensils;*
- 2. During preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;*
- 3. After handling soiled equipment or utensils;*
- 4. After touching bare human body parts other than the dispensary employee's clean hands and exposed portions of arms; and*
- 5. After using the toilet room.*

7. Agent Hygiene

The Site's will ensure that while in the site, if working directly with the preparation of cannabis or the infusion of cannabis into non-edible products, an agent employee will:

- 1. Keep fingernails trimmed, filed, and maintained so that the edges and surfaces are cleanable;*
- 2. Unless wearing intact gloves in good repair, not have fingernail polish or artificial fingernails on the agent's fingernails; and*
- 3. Wear protective apparel such as coats, aprons, gowns, or gloves to prevent contamination.*

8. Dispensary Employee Clothing

The Cultivation will ensure that while in the Cultivation site, an agent will wear clean clothing appropriate to assigned tasks.

9. Reporting of Adverse Health Conditions

The Company will ensure that while in any site, an agent will report to the Director of Operations any health condition experienced by the agent that may adversely affect the safety or quality of any cannabis with which the agent may come into contact. The Company will ensure that all agents receive appropriate training regarding reporting adverse health conditions that the policy regarding reporting is enforced.

10. Determination of Adverse Health Condition

If the Director of Operations determines that an agent has a health condition that may adversely affect the safety or quality of the cannabis and, the Site(s) will prohibit the agent from direct contact with any cannabis or equipment or materials for processing cannabis until determined that the employee's health condition will not adversely affect the cannabis. The Company will ensure that all agents receive appropriate training regarding reporting adverse health conditions and that the policy regarding reporting is enforced.

I) Agent Registry Identification Card and Requirements

1. Possession of Agent Registry Identification Card

The Company will ensure that each site has the agent's registry identification card in the agent's immediate possession when the agent:

- 1. Is working at the any site, or*
- 2. Is transporting cannabis for the Dispensary/Cultivation.*

Procedure: *No agent shall enter the Dispensary/Cultivation sites without first showing his/her agent registry identification card to the agent overseeing access and proving that he/she is in actual possession of the registry identification card. The Director of Operations will periodically check with agents within the Dispensary/Cultivation*

253 Organic, LLC Management Operations and Policies

building to verify that agents have their registry identification cards in their immediate possession.

253 Organic, LLC Management Operations and Policies

2. Agent Accompaniment/Diversion

The Site's will ensure that an agent accompanies any individual other than another company agent associated with the Site's when the individual is present in the enclosed, locked facility where cannabis is cultivated or processed.

Procedure: *Access to the Companies sites by individuals other than agents shall be supervised by the Director of Operations according to the following:*

1. *The Director of Operations must approve the entrance of any individual other than an authorized company agent into the Cultivation site.*
2. *Upon approval by the Director of Operations, an individual will be required to sign a logbook registering both the time in and the time out of the Cultivation site.*
3. *The Director of Operations will assign an agent to accompany the individual at all times that the individual is within the site.*
4. *The Director of Operations will ensure that upon exiting the Cultivation site, an accompanied individual will not have removed any cannabis or related products from the Cultivation site.*

3. Agent Registry Identification Card Requirement (500.030)

The Company will not allow an individual who does not possess an agent registry identification card issued under the appropriate Site(s) registration certificate to:

1. *Serve as a principal officer or board member for the Company;*
2. *Be employed by the Company*

Procedure: *Prior to opening, the Company will ensure that all above-listed individuals have received an agent registry identification card. Any above-listed individual that does not obtain such a card will not be permitted to: be in the Dispensary building, cultivation site, extraction or kitchen, serve as a principal officer or board member for the Company, or be employed by the Company.*

4. Notice of a Site's Agent Termination

The Company will provide written notice to the Commission, including the date of the event within ten working days after the date, when a site agent no longer:

1. *Serves as a principal officer or board member for the Company;*

253 Organic, LLC Management Operations and Policies

2. *Is employed by the Dispensary, cultivation, extraction or kitchen;*

Procedure: *The Company will maintain an automatic notification system for renewals of registry identification cards and ensure that all renewals are achieved prior to the expiration of any registry identification card for any of the individuals listed above. In the event that a site's agent changes status as described above, the Company will ensure that the Commission is immediately notified and it shall be the responsibility of the Director of Operations to do so.*

J) Physical Plant and Requirements of Dispensary and Cultivation Location

1. 1000 Feet From School (Note: per federal guidelines)

The Dispensary and its cultivation site are (and will always be) located at least 1000 feet from a private school or a public school that existed before the date the Dispensary or Cultivation submitted its initial dispensary registration certificate application.

2. Parking

The Dispensary/Cultivation/Kitchen has onsite parking and parking adjacent to the Dispensary/Cultivation/Kitchen buildings.

3. Facility Amenities

The Dispensary and its Cultivation site have:

1. *At least one toilet room;*
2. *Each toilet room shall contain:*
 - a. *A flushable toilet;*
 - b. *Mounted toilet tissue;*
 - c. *A sink with running water;*
 - d. *Soap contained in a dispenser; and*

253 Organic, LLC Management Operations and Policies

e. Disposable, single-use paper towels in a mounted dispenser or a mechanical air hand dryer;

3. At least one hand washing sink not located in a toilet room;

4. Designated storage areas for cannabis or materials used in direct contact with cannabis separate from storage areas for toxic or flammable materials; and

5. If preparation or packaging of medical marijuana is done in the building, a designated area for the preparation or packaging that:

a. Includes work space that can be sanitized, and

b. Is only used for the preparation or packaging of cannabis

4. Commercial Weighing Devices

For each commercial device used at the Dispensary/Cultivation site, it will:

1. Ensure that the commercial device is licensed and certified.

2. Maintain documentation of the commercial device's license or certification, and

3. Provide a copy of the commercial device's license or certification to the Commission for review upon request.

5. Maintenance of a Single, Secure Entrance

The Dispensary and Cultivation sites will have a single secure entrance. Through the use of a single, secure entrance into the site's building, the site's will implement appropriate security measures to deter and prevent the theft of cannabis and unauthorized entrance into areas containing cannabis.

6. Prohibition Against On-Site Consumption

The Company will not permit any person to consume cannabis on the property of the Site's. The Company will require that all employees sign a form stating that they

253 Organic, LLC Management Operations and Policies

understand the relevant policies and procedures and agree to abide by them, including the prohibition of consuming cannabis on the property of any site. The Site's will post signs inside the buildings and enforce the policy.

K) Security (935 CMR 500.110)

1. Limited Access

The Company will restrict access to the areas of the Dispensary/Cultivation site that contain cannabis and at the kitchen/extraction site, to authorized individuals only. No persons under the age of 21 are allowed into the body of the Cultivation, Dispensary, Kitchen, Extraction, not including the waiting room.

Procedure: *Access to Cultivation, Dispensary, Kitchen, Extraction other than company agents shall be supervised by the Director of Operations according to the following:*

1. The Director of Operations must approve the entrance of any individual other than an authorized agent into any site.
2. Upon approval by the Director of Operations, an individual will be required to sign a logbook registering both the time in and the time out of the site.
3. The Director of Operations will assign an agent to accompany the individual at all times that the individual is within the site.
4. The Director of Operations will ensure that upon exiting the Cultivation site, an accompanied individual will not have removed any cannabis or related products from the site.

a. Unauthorized Access

To prevent unauthorized access to cannabis at the Companies buildings, the buildings have security equipment to deter and prevent unauthorized entrance into limited access areas that includes devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device. In addition, a burglar alarm shall be installed that will activate upon motion via entrance through the doors, glass, rooftop access and cover any shared wall. The alarm shall be monitored by an alarm company.

b. Identification

The Company will provide for the accurate and continuous identification of individuals authorized to enter the Site's.

c. Security Equipment

The Company has security equipment to deter and prevent unauthorized entrance into limited access areas that includes devices or a series of devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, such as cellular, private radio signals, or other mechanical or electronic device. In addition, a burglar alarm shall be installed that will activate upon motion via entrance through the doors, glass, rooftop access and cover any shared wall. The alarm shall be monitored by an alarm company.

c.i. Intrusion Detection

The Company will comply with all Commission and City rules and regulations with regard to mandatory security and monitoring devices to prevent and detect unauthorized intrusion into the cultivation/dispensary building. The Company will contract with a security and alarm monitoring company to conduct in-person and remote surveillance of the cultivation/dispensary buildings on a 24/7 basis. In addition, during business hours, the Operations Manager will ensure that all electronically restricted access controlled doors are properly secured and set to alarm as a result of any unauthorized intrusion. During non-business hours, the Director of Operations will ensure that the security system is armed and operational by securing all interior doors, electronically restricted access doors, and the exterior door and setting the security system by way of a confidential access code.

c.ii. Exterior Lighting

To prevent unauthorized access to cannabis at any location around or in the buildings, the Company has security equipment to deter and prevent unauthorized entrance into limited access areas that includes exterior lighting to facilitate surveillance.

Procedure: *At a minimum, the Site's shall maintain lighting to provide a minimum of 2-foot candles of light throughout all parking lots and the exterior entrance of the Dispensary/Cultivation building. The Director of Operations will ensure that all such lights are properly working at all times.*

c.iii. Electronic Monitoring

253 Organic, LLC Management Operations and Policies

The Company will conduct electronic monitoring both in and around its site. The Company will conduct electronic video monitoring of all visitors in the parking lot and in the entry area of the Building site.

Procedure: *All customers entering the Cultivation shall remove their hats, sunglasses, and other similar objects, which obstruct physical identification. This shall not apply to clothing worn over the face for established religious reasons. At all times during business hours, at least one site agent within the site will be tasked with monitoring the electronic video monitoring systems and responding to any issues of security or safety that may arise. To prevent unauthorized access to cannabis at the site, the site has security equipment to deter and prevent unauthorized entrance into limited access areas that includes electronic video and visual monitoring, including but not limited to:*

1. At least one 19 inch or greater call-up monitor;
2. A video printer capable of immediately producing a clear still photo from any video camera image;
3. Video cameras that: (1) Provide coverage of all entrances to and exits from limited access areas and all entrances to and exits from the building, capable of identifying any activity occurring in or adjacent to the building; and (2) Have a recording resolution of least at 704 x 480 or the equivalent;
4. A video camera in each grow room capable of identifying any activity occurring within the grow room in low light conditions;
5. Storage of video recordings from the video cameras for at least 90 calendar days;
6. A failure notification system that provides an audible and visual notification of any failure in the electronic monitoring system; and
7. Sufficient battery backup for video cameras and recording equipment to support at least five minutes of recording in the event of a power outage.

The Director of Operations will be responsible for ensuring that all electronic video and visual monitoring security equipment is properly functioning at all times.

c.iv. Panic Buttons

The Company will install and maintain working panic buttons in the interior of the Cultivation/Dispensary sites. All agents at the site will have

253 Organic, LLC Management Operations and Policies

access to and be made aware of the location of multiple panic buttons throughout the sites.

Procedure: *All Company employees will be trained on the specific location of panic buttons and the specific circumstances under which panic buttons should be used, including disorderly conduct, criminal invasion, and other security emergencies. The Director of Operations will ensure that all interior panic buttons are properly functioning at all times.*

d. Loitering

The Company will provide for the accurate and continuous identification of individuals authorized to enter any site.

Procedure: *The Dispensary/Cultivation site's will periodically monitor the public areas around the building site to ensure no loitering is taking place and escort individuals away from the public areas around the buildings in the event that any loitering occurs.*

2. **Transportation (935 500.105 (M))**

The Dispensary eventually plans to transport cannabis and cannabis infused edible products and oils between the Dispensary and the Dispensary's Cultivation site, as well as to deliver cannabis and cannabis infused edible products and oils to another dispensary and will follow the regulations detailed in 500.105(M).

a. **Trip Plans**

The Cultivation will ensure that company employees will be the only individuals permitted to transport cannabis, cannabis plants, and cannabis paraphernalia between the Dispensary and the Dispensary's Cultivation site or another dispensary. In all such instances, the Cultivation will complete a trip plan, compliant with the requirements below.

a.i. Contents

If the cultivation and/or kitchen transports cannabis, cannabis plants, and cannabis paraphernalia as shown above, before transportation, the responsible agent will complete a trip plan that includes:

253 Organic, LLC Management Operations and Policies

1. The name of the agents (two required) in charge of transporting the *cannabis*;
2. The date and start time of the trip;
3. A description of the *cannabis*, *cannabis* plants, or *cannabis* paraphernalia being transported; and
4. The anticipated route of transportation

Procedure: The cultivation and/or kitchen/extraction will utilize the Trip Plan Form attached as Exhibit J that requests and requires entry of the data listed above. The Director of Operations designated dispensary agent will prepare a Trip Plan Form including each of the data items listed above. The Director of Operations or designated agent will retain one copy for filing with the cultivation and provide the second copy to the agent transporting any products.

a.ii. Agent responsibilities

In addition to the responsibilities of an agent regarding the completion of the Trip Plan Form, the responsible agent will also enter the end time of the trip and any changes to the trip plan and provide a final copy of the trip plan to the Dispensary. The Dispensary will retain the final copy of the trip plan in electronic form at the Dispensary building. Any agent transporting cannabis will follow the procedures set forth below.

Procedure: The cultivation and/or kitchen will retain the electronic copy of the trip plan filed prior to transportation at the Cultivation building. During transportation, the agent will in addition:

1. Carry a copy of the trip plan on the agent's person for the duration of the trip;
2. Use a vehicle without any cannabis identification;
3. Ensure that the dispensary agent has a means of communication with the Dispensary; and
4. Ensure that the *cannabis*, *cannabis* plants, or *cannabis* paraphernalia are not visible.
5. Ensure that all traffic laws are followed.

253 Organic, LLC Management Operations and Policies

6. *Ensure compliance with all other items on the Dispensaries internal transport checklist.*

- a.iii. Record/ Retention

The Dispensary/Cultivation sites will maintain all trip plans described above at the Dispensary/Cultivation sites in compliance with the Document Retention Policy attached as Exhibit F for at least five years from the date of the filing of the trip plan and, upon request, provide a copy of any trip plans to the Department for review. The Dispensary/Cultivation sites will maintain all trip plans in electronic form at the Dispensary building. The Director of Operations will be responsible for ensuring that trip plans are accounted for and accurate. The trip plans will be stored within the companies electronic servers.

DISCIPLINARY ACTION FORM

1. Employee name: _____

2. Employee infraction: _____

3. Corrective action taken: _____

OCCURANCE: 1ST _____ 2ND _____ 3RD _____ 4TH _____

1. Supervisor Name: _____

2. Local law enforcement contacted:

Yes _____ No _____

Report # (if applicable): _____ Date filed: _____

3. Corrective action taken: _____

4. Employee Terminated:

Yes _____ No _____

Manager Name
(Printed)

ID# _____

Signature

Date _____

Employee Name
(Printed)

ID# _____

Signature

Date _____

Employee Performance Evaluation Form

Employee Name	Date of Hire
Job Title/ Department	Manager/ Supervisor
Date of Review	Review Period

1. Self-assessment and Summary of Accomplishments

Instructions: This section should be completed by employee and returned to their supervisor.

What areas of your job do you believe that you have excelled in over the last 6 months? What accomplishments are you most proud of? What did you learn from these accomplishments?

Describe any challenges you have faced over the last 6 months, explain how you have overcome them, and what 253 Organic, LLC could have done more to help address these issues?

What areas do you feel like you need to improve upon? What areas do you feel that you need to improve your knowledge the most to effectively complete your job??

What are your goals for yourself over the next 6 months? How will you accomplish these goals?

How comfortable are you with what your job description is and what is expected of you in that role?

2. Performance Ratings

Instructions: *This section should be completed by the manager/supervisor. Using the rating key below, describe the employee's performance in each of the listed performance categories, referring to examples listed in each category that are relevant to the employee's position. For each, include specific, detailed examples illustrating your rating?*

1. **Exceeds Expectations (5):** Consistently exceed expectations
2. **Sometimes Exceeds Expectations (4):** At times exceeds expectations
3. **Meets Expectations (3):** Meets all relevant performance standards
4. **Sometimes Meets Expectations (2):** At times doesn't meet expectations
5. **Needs Improvement (1):** Consistently underperforms in role
6. **No basis (N/A):** Insufficient opportunity to observe or not relevant to the job.

Job Knowledge

Understands company products, policies and procedures; has appropriate technical skills, analytical skills and problem solving skills, is proficient in their area of expertise.

1 2 3 4 5 N/A

Comments:

Communication Skills

Has appropriate verbal and written communication skills, including listening skills, and conflict resolution skills.

1 2 3 4 5 N/A

Comments:

Productivity and Quality of Work

Completes all assignments; performs work according to current guidelines and directives; pays attention to detail; produces work that matches expectations; produces work that is organized, thorough, complete, accurate and free of errors.

1 2 3 4 5 N/A

Comments:

Adaptability

Willingly accepts a variety of responsibilities; adapts to new situations in a positive manner; displays openness to learning and applying new skills; is resourceful; generally seeks work process improvements.

1 2 3 4 5 N/A

Comments:

Professional Demeanor

Maintains appearance appropriate to the job; exhibits sound judgment; maintains a high level of character and professional attitude; has positive relationships with managers.

1 2 3 4 5 N/A

Comments:

Initiative and Creativity

Plans work and accomplishes tasks effectively and of own accord; acts independently while keeping manager/supervisor informed; makes constructive suggestions; continually looks for ways to improve and promote

quality; looks for opportunities to take on more responsibility; actively seeks performance feedback.

1 2 3 4 5 N/A

Comments:

Time Management and Reliability

Consistently meets deadlines; is punctual and can be relied on for planning purposes; displays effective planning and organizational skills.

1 2 3 4 5 N/A

Comments:

Interpersonal Skills

Works well with others to achieve company's goals; accepts constructive criticism; reacts positively to instructions and procedures; effectively resolves conflict.

1 2 3 4 5 N/A

Comments:

Leadership

Provides clear direction and purpose; models ethical workplace behavior; sets clear goals; empowers employees to achieve objectives; motivates, mentors and develops employees; effective decision-making skills.

1 2 3 4 5 N/A

Comments:

Management

Maintains a safe and healthy work environment; organizes and distributes work effectively; communicates behavioral expectations and performance standards; monitors, documents and evaluates employee conduct and performance; provides appropriate and timely feedback; builds a team that reflects high morale, clear focus and group identity; encourages and provides opportunities for employee growth; promotes equal opportunity; protects the rights of all employees.

1 2 3 4 5 N/A

Comments:

3. Goals: What are goals for the next 6 months?

Instructions: This section should be completed by the manager/supervisor with employees input during the performance review meeting.

4. Training and Development Needs: Describe what is necessary to continue to grow and excel in current position.

Instructions: This section should be completed by the manager/supervisor with employees input during the performance review meeting.

5. Employee Comments

By signing this form, you confirm that you have discussed this review in detail with your manager/supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Name

Date

Manager/Supervisor Name

Date

PROGRESSIVE DISCIPLINE POLICY

The Cultivation and Dispensaries response to an employee's failure to comply with the policies and rules will generally depend on the nature and severity of the violation. Depending on the facts and circumstances involved in each situation, management may choose to begin corrective action at any of the following steps, up to and including immediate discharge. Typically, the corrective action will follow the sequence outlined below:

First conference: The first conference to discuss a discipline problem is usually preceded by an informal conversation about what may be a developing problem. During the first conference, the problem and its solution are discussed. Notes of the meeting are placed in the employee's file. If the solution is not successful, a second conference may be held or other corrective action taken, up to and including discharge.

Second conference: During the second conference, the facts of the problem are briefly reviewed and the reasons for the employee's failure to comply with the solution developed in the first conference are analyzed. Management may develop a plan to correct the problem. The solution is put in writing. This document is signed by the employee and placed in his or her personnel file. If the solution is not successful or the timetable is not met, a third conference may be held or other corrective action taken, up to and including discharge.

Third conference: During the third conference, a review of the problem and the failed solution takes place. The employee may or may not be offered a final opportunity to improve his or her job performance. If the employee is unable to satisfy the Companies performance standards, the employee will be terminated.

This procedure is set forth merely as a guideline. The implementation of this procedure should not be construed as preventing, limiting, or delaying the Cultivation or Dispensary from taking disciplinary action, including immediate discharge, in circumstances where the Cultivation or Dispensary deems such action appropriate.

MARIJUANA DISPOSAL FORM

1. Description of marijuana being disposed:

2. Reason for marijuana being disposed:

3. The number of any failed or unusable plants (if applicable): _____

4. The date of disposal: _____

5. The method of disposal: _____

6. The name and registry identification number of the dispensary agent responsible for the disposal:

Agent Name
(Printed)

Signature

ID# _____

Date _____

Manager Approval:

Manager Name
(Printed)

Signature

ID# _____

Date _____

LOSS OR THEFT REPORT FORM

LOSS: YES _____ NO _____ (if no, proceed to theft section below)

1. Where loss occurred: _____

2. How or why loss occurred: _____

3. Details regarding loss (amount, strain, value): _____

4. Corrective action taken: _____

THEFT: YES _____ NO _____

1. Where theft occurred: _____

2. Parties involved in theft: _____

Agent ID number(s) (if applicable): _____

3. Details regarding theft (amount, strain, value): _____

4. Details of report made to Department and local law enforcement: _____

Report # (if applicable): _____ Date filed: _____
5. Corrective action taken: _____

Manager Name
(Printed)

Signature

ID# _____

Date _____

POLICIES AND PROCEDURES REVIEW LOG

The Company will review its policies and procedures at least once every 12 months from the issue date of its dispensary registration certificate and update as needed. The Company will ensure that all policies and procedures maintained for inspection are the most recent versions with all revisions incorporated therein. The Company will use this Policies and Procedures Review Log, which will be kept in a binder containing all Company policies and procedures in hard copy, available for inspection in the reception area of the Cultivation and Dispensary building, in order to ensure timely review of its policies and procedures.

Issue Date of the Companies Registration Certificate:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

Date of Review of Policies and Procedures:

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Revisions Made after Review, if any:

Name and Registry ID# of Reviewing Agent:

EMPLOYEE TRAINING ACKNOWLEDGEMENT

The Companies Managers will conduct in-person and hands-on training for all new employees upon hire and for all current employees no less than annually, within the Cultivation and Dispensary buildings. Such training will cover no less than 4 hours of instruction and will be documented with sign in and sign out sheets for every employee that indicate the time, date, place and substance of such training. Training topics conducted by the Managers will include:

- a. Employee Handbook and Job Descriptions
- b. Employment Laws and Employee Rights
- c. Cultivation and Dispensary Operations and Administration
- d. Business Records and Retention of such Records
- e. Inventory Control and Product Labeling
- f. Security

I, _____, ACKNOWLEDGE THAT I HAVE RECEIVED
(NAME)

IN-PERSON TRAINING ON _____, FROM _____
(DATE) (START TIME)

TO _____ AT THE DISPENSARY'S BUILDING COVERING EACH
(STOP TIME)

OF THE TOPICS LISTED ABOVE

EMPLOYEE SIGNATURE

DATE

MANAGER SIGNATURE

DATE

Job Description

Job Title: Director of Operations
Salary: TBD
Location: Corporate Offices of 253, LLC
Report to: Board

About 253 Organic, LLC

This is an upscale exclusive professional environment with a friendly, self-motivated staff. Our main goals are focused on customers and a positive contribution in the community, providing safe access and top quality cannabis to customers.

253 Organic, LLC Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, LLC, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional customer service, and contribute to the knowledge sharing process.

Job Summary: The Directors of Operations position plans, directs and coordinates the operations of the cultivation facility and the dispensary. Some of the responsibilities are formulating policies, managing daily operational activities, and planning use of materials and human resources toward maximum productivity.

Responsibilities

Strategy, Vision and Leadership

1. Advise the General Manager and other key members of senior management on financial planning, budgeting, cash flow, investment priorities, supply chain, and policy matters.
2. Serve as the management liaison to the Absolute board; effectively communicate and present critical financial matters at select board of directors and committee meetings.
3. Maintain continuous lines of communication, keeping the Board informed of all critical issues.
4. Represent the organization externally, as necessary.

Team Development/Leadership

1. Oversee, direct, and organize the work of the finance and operations teams.
2. Promote a culture of high performance and continuous improvement that values learning and a commitment to quality.
3. Ensure staff members receive timely and appropriate training and development.
4. Establish and monitor staff performance and development goals, assign accountabilities, set objectives, establish priorities, conduct annual performance appraisals, and recommend salary adjustments.
5. Mentor and develop staff using a supportive and collaborative approach: assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.

Operations

1. Upgrade and implement an appropriate system of policies, internal controls, accounting standards, and procedures.
2. Plan, coordinate, and execute the annual budget process.
3. Identify, recommend, and implement changes to improve productivity and reduce cost and scrap, monitor scrap and rework data. Direct the establishment, implementation and maintenance of production standards.
4. Direct and coordinate various programs essential to manufacturing procedures (e.g., training, safety, housekeeping, cost reduction, worker involvement, security, etc.).
5. Initiate and coordinate major projects, (e.g., plant layout changes, installation of capital equipment, major repairs, etc.).
6. Work effectively and relate well with others. Exhibit a professional manner in dealing with others, working to maintain constructive working relationships.
7. Keep current on information and technology affecting functional areas to increase innovation and ensure compliance.
8. Perform miscellaneous duties and projects as assigned and required.
9. Maintain communication with the CCC in regards to the recent rules and regulations in the MJ industry.
10. Assure ALL employees have a valid and current Agent card in their possession at all times while on the premises.
11. Coordinate all employee dismissals and card cancellations with the CCC.
12. Work with the extraction team to assure quality standards are met and production levels are fulfilled.
13. Maintain the testing protocol standards on all products to assure quality and consistency with MJ product lines.
14. Continually evaluate and insure that the General Liability insurance is in line with current demands and make recommendations as needed.
15. Oversee all insurance policies i.e. General Liability, Auto Liability, Workman's Comp, Products Liability, and Health Insurance. Audit all policies every 6 months to assure limits are adequately maintained.
16. Work with the kitchen, cultivation, and extraction managers to assure quality standards and production quotas are being met. Make recommendations to the Board as needed.

Desired Qualifications:

1. Business or Accounting degree recommended.
2. Minimum 10 years' experience in a senior management role ideally with both external audit and in-house financial management experience gained in a high-growth organization.
3. Proven track record of success facilitating progressive organizational change and development within a growing organization.
4. Excellent judgment and creative problem solving skills including negotiation and conflict resolution skills.
5. Strong mentoring, coaching experience to a team with diverse levels of expertise
6. Entrepreneurial team player with multitasking skills.
7. Superior management skills; ability to influence and engage direct and indirect reports and peers.
8. Self-reliant, good problem solver, results oriented.
9. Energetic, flexible, collaborative, and proactive; a team leader who can positively and productively impact both strategic and tactical finance and administration initiatives.
10. Exceptional written, oral, interpersonal, and presentation skills and the ability to effectively interface with senior management, 253's board of directors, and staff.
11. Ability to operate as an effective tactical and strategic thinker.

Additional Duties:

This job description in no way states or implies that these are the only duties to be performed. You will be expected to follow any other job-related instructions and to perform other job-related duties as requested by your supervisor.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Harvest Quality Control Technician
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

253 Organic Grow Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic Grow, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Harvest Quality Control Technician is responsible for supervising the daily operations of the harvesting, trimming, and processing Marijuana (MJ), including: maintenance and cleaning of harvesting equipment, packaging, and inventory management. He must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Operate power trimmer as needed to trim marijuana that has been harvested that day.
2. Catalog the strains, number of plants, weights, etc. each day into the harvested flower and harvested trim logs
3. Check all marijuana on drying racks for dryness and timeliness to go into plastic tubs as well as all trim on drying racks.
4. Check all plastic tubs with drying marijuana two to three times a day and determine whether to open or close tubs based on level of moisture in the product. Responsible for ensuring that product never stays too wet or gets too dry at any time.
5. Determine what product has dried enough in tubs and is ready to be placed in curing jars.
6. Every 2-3 days responsible for "burping" all of the curing jars for a few hours to ensure they have not become too wet or dry, and also determine how far along each jar is in the curing process.
7. Once it has been determined that a curing jar is ready to be packaged, he/she is responsible for weighing the finished, cured product and logging information and labeling packages.
8. Overall responsible for the entire drying, curing, packaging, and logging processes and also assisting the Trimming/Harvesting group with anything necessary.
9. Assist in overall general maintenance and repairs at the grow facility.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of cannabis and Massachusetts MJ laws. Specifically, must have knowledge of various strains, genetics, growing techniques, and all relevant terminology.
3. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to cultivate high quality marijuana.
4. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
5. Clean and well organized
6. Successful completion of a thorough personal reference check and background check from the CCC. *Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.*

Authorities:

1. Authority to operate all aspects and functions in harvesting & packaging.
2. Authority to open and close the safe while storing all MJ.
3. Authority to handle MJ.
4. Authority to handle and process inventory in FlowHub.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Job Description

Job Title: Cultivation Manager
Salary: TBD
Location: 253 Millers Road
Report to: Director of Operations

About 253 Organic Cultivation Facility

This is a state of the art cultivation facility with a friendly, self-motivated, hardworking staff.

Camp Verde Mission

Our mission is to participate in the creation of healthier lives within the community. To provide services in a fiscally responsible manner which contribute to the physical, psychological, social and spiritual well-being of the customers and community which it serves.

NOTE: All staff members of 253 Organic, regardless of the level of their responsibilities, are expected to model the mission stated above, provide exceptional patient service, and contribute to the knowledge sharing process.

Job Description: The Cultivation Manager is responsible for overseeing every aspect of the cultivation facility. The Cultivation Manager must be extremely organized and able to prioritize, delegate and implement tasks and policies for the cultivation team. The Cultivation Manager will be responsible for managing all of the cultivation technicians, trimmers, and other cultivation employees. In addition, the Cultivation Manager is responsible for the management of all cultivation equipment maintenance and replacement. He/she will be responsible for training new and existing employees on all aspects of cultivation. The Cultivation manager will also be involved in inventory management, ordering supplies, as well as other administrative duties as required. The Cultivation Manager must have an intense interest in growing cannabis with a willingness and drive to understand all aspects of cultivating marijuana. He/she must also be able to predict and develop preventative measures for both pest and disease attacks. The Cultivation Manager is expected to stay current and knowledgeable about the MJ offered by 253 Organic and other products in the industry. They must also be knowledgeable about Massachusetts state and local laws pertaining to marijuana (MJ). We are looking for people to grow with us and to be a part of our strong team environment.

Specific Responsibilities:

1. Oversee all operations of Cultivation Facility.
2. Inventory and Supply Chain Management.
3. Train all employees on correct cultivation techniques.
4. Ensure cultivation facility meets all compliance requirements put in place by the CCC, and Massachusetts MJ state law.
5. Organize and track all cultivation inventory throughout growth cycle, ensuring continuation and rotation of all current strains and a consistent infusion of new strains.
6. Implement Integrated Pest Management and Disease Management Strategies.
7. Maintain all cultivation equipment maintenance and replacement.
8. Coordinate with the Director of Operations and to manage and complete any and all tasks necessary for the continued operation of the cultivation facility at a very high level.

Requirements:

1. Must be 21 or over

2. Knowledge and understanding of the medicine and Massachusetts MJ laws. Specifically, must have extensive knowledge of various strains, genetics, growing techniques, pests, diseases, harvesting, curing, and all relevant terminology.
3. Computer literacy, including experience with Microsoft Word and Excel
4. Outstanding work ethic & communication skills, positive and cheerful attitude, with a strong desire to create and lead a highly skilled team of cultivators to produce the highest quality of medicine on a consistent basis.
5. Must be reliable, honest, responsible, and willing to do whatever is necessary to keep the cultivation facility operating at a very high level.
6. Clean and well organized
7. Successful completion of a thorough personal reference check and background check from the CCC.
Note that any applicant with a violent felony or drug-related offense (within the past 2 years) is not eligible to become a dispensary agent.

Employment is at-will and terminable by employer or employee at any time, with or without cause, and with or without prior notice. Nothing in this job description shall be read or deemed to create a contract between employee and employer. This job description is for informational purposes only and can be modified by the employer at any time, with or without prior notice.

Document Retention Policy

PURPOSE

The purpose of the Policy is:

1. To ensure that necessary records and documents of the Dispensary, Cultivation and Kitchen are adequately protected and maintained.
2. To ensure that records that are no longer needed by the Dispensary, Cultivation or Kitchen or are of no value are discarded at the appropriate time.
3. To aid officers, directors, employees, independent contractors, and other service providers of the Dispensary, Cultivation or Kitchen in understanding their obligations in retaining documents.

ADMINISTRATION

The Director of Operations (the “*Administrator*”) is in charge of the administration of the Policy and the implementation of processes and procedures to ensure that the Document Retention Schedule, attached hereto as Exhibit A, is followed. The Administrator is also authorized, upon consultation with legal counsel and, as appropriate, with the assistance of legal counsel, to: (i) make modifications to the Document Retention Schedule from time to time to ensure that it is in compliance with local, state, and federal laws, and that it includes the appropriate document and record categories’ for the Dispensary; (ii) monitor local, state, and federal laws affecting record retention; (iii) annually review the record retention and disposal program; and (iv) monitor compliance with the Policy. All questions regarding the application of the Policy to any particular document or record shall be directed to the Administrator, who shall have authority to interpret the Policy’s requirements with respect to such document or record.

APPLICATION

The Policy applies to all physical records and electronic documents, including both original documents and reproductions, which relate to the business, operations, and affairs of the Cultivation and Kitchen. Electronic documents include, but are not limited to, e-mail, internet files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

The protection and destruction of documents pertaining to any item in the Cultivation and Kitchen’s collections shall be governed by a Collections Ethics Policy adopted by the Board of Directors.

DOCUMENT PROTECTION: Documents will be stored in a protected environment for the time periods set forth on the Document Retention Schedule.

DOCUMENT DESTRUCTION: Hardcopies of documents will be destroyed by shredding after they have been retained for the time periods set forth in the Document Retention Schedule. Electronic documents will be destroyed by means proven to destroy the applicable media after they have been retained for the time periods set forth in the Document Retention Schedule.

EXCEPTION TO DOCUMENT RETENTION SCHEDULE: In the event of a governmental audit, investigation, or threatened or pending litigation, record disposal shall be suspended upon the direction of the Administrator. In addition, the Administrator should be informed immediately of any threatened or actual legal action as soon as the situation becomes apparent and the Administrator shall thereafter suspend record disposal until the threat of litigation or actual litigation has been finally resolved.

EXHIBIT A**DOCUMENT RETENTION SCHEDULE**

This Document Retention Schedule is organized as follows:

- I. Corporate Records
- II. Accounting and Financial Records
- III. Correspondence and Internal Memoranda
- IV. Electronic Documents
- V. Legal Files and Papers
- VI. Insurance Records
- VII. Payroll Documents
- VIII. Personnel Records
- IX. Property Records
- X. Tax Records
- XI. Contributions Records
- XII. Operations Records
- XIII. Media/Marketing Materials
- XIV. Miscellaneous

CORPORATE RECORDS

RECORD TYPE	RETENTION PERIOD
Formation/Organizational Documents: 1. Articles of Incorporation 2. Bylaws 3. Minute Book	Permanent
Board and committee meeting audio/visual recordings/ Closing of the company	2 years (as noted above, official minutes of such meetings should be kept permanently)
Board and committee meeting agenda, meeting materials	2 years (provided that anything referenced in such materials but subject to a longer retention time pursuant to this Document Retention Schedule shall be kept for such longer period)
Board Policies (<i>e.g.</i> , Conflict of Interest Policy, Whistleblower Policy)	Permanently (current version with revision history)
Annual Corporate Filings	Permanent

ACCOUNTING AND FINANCIAL RECORDS

RECORD TYPE	RETENTION PERIOD
Accounts Payable (ledgers and schedules)	7 years
Accounts Receivable (ledgers and schedules)	7 years
Chart of Accounts	Permanent
Petty Cash Receipts/Documents	3 years
Credit Card Receipts	3 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records (including work papers and other documents related to the audit)	7 years after completion of audit
Annual Plans and Budgets	2 years
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	7 years
Notes Receivable (ledgers and schedules)	7 years
Invoices	3 years
Bank Statements	3 years
Monetary Transactions	3 years
Bank Reconciliations	3 years
Cancelled Checks	3 years, unless important for payments or contracts
Deposit Slips	3 years
Investment Records	7 years after sale of investment
Fiscal Policies and Procedures	Permanent (current version with revision history)

CORRESPONDENCE AND INTERNAL MEMORANDA

GENERAL RETENTION PRINCIPLE: Most correspondence and internal memoranda should be retained for the same period as the documents they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (10 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file. Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner. Copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

RECORD TYPE	RETENTION PERIOD
Routine correspondence matters: 1. Routine letters and notes that require no	2 years

RECORD TYPE	RETENTION PERIOD
<p>acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.</p> <p>2. Form letters that require no follow-up.</p> <p>3. Letters of general inquiry and replies that complete a cycle of correspondence.</p> <p>4. Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).</p> <p>5. Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.</p> <p>6. Chronological correspondence files.</p>	
Non-routine correspondence matters, or correspondence regarding matters of significant lasting consequence	Permanent
Email Correspondence	3 years, provided that if the correspondence would have been subject to a retention period longer than the 3-year default period if the correspondence had originally been generated in hard copy, then Service Providers must take steps to retain the correspondence in a location outside of the email environment for the same period that would have been applicable if the correspondence had originally been generated in hard copy. [See also "ELECTRONIC DOCUMENTS" below.]

ELECTRONIC DOCUMENTS

GENERAL RETENTION PRINCIPLE: The Policy applies only to those electronic documents that relate to the business, operations, and affairs of the Dispensary, Cultivation and Kitchen. The Policy does not apply to email correspondence that (1) does not relate to the business, operations, and affairs of the Dispensary, Cultivation or Kitchen, or (2) is an advertisement, targeted mass mailing, or electronic document of a similar character.

All email correspondence relating to the business, operations, and affairs of the Dispensary, Cultivation or Kitchen must be retained in a location outside of the email environment (*i.e.*, printed in hard copy and kept in an appropriate file or copied and/or moved and retained on a form of electronic media external to the email system) in accordance with the requirements of the Policy applicable to the email correspondence if it originally had been generated in hard copy.

RECORD TYPE	RETENTION PERIOD
Email correspondence	3 years, provided that if the correspondence would have been subject to a retention period longer than the 3-year default period if the correspondence had originally been generated in hard copy, then Service Providers must take steps to retain the correspondence in a location outside of the email environment for the same period that would have been applicable if the correspondence had originally been generated in hard copy.
Webpage Files	1 year
Text/Formatted Files (<i>e.g.</i> Microsoft Word documents, Microsoft Excel documents, etc.)	5 years
Sound and Movie Files (<i>e.g.</i> MP3s, AVIs, etc.)	Permanent, unless for personal use
PowerPoint Presentations	1 year after termination of use, provided that if such presentation would have been subject to a retention period longer than the 1-year default period if the presentation had originally been generated in hard copy (<i>e.g.</i> , Board meeting materials), then Service Providers must take steps to retain the presentation in a location outside of the email environment for the same period that would have been applicable if the correspondence had originally been generated in hard copy
PDF Documents	6 years, provided that if the PDF would have been subject to a retention period longer than the 6-year default period if the document had originally been generated in hard copy, then Service Providers must take steps to retain the document in a location outside of the email environment for the same period that would have been applicable if the PDF had originally been generated in hard copy.

LEGAL FILES AND PAPERS

RECORD TYPE	RETENTION PERIOD
Contracts and Related Correspondence	10 years after all obligations end (unless a longer period is specified for a particular type of contract)
Corporate Licenses and Permits	Permanent
Legal Memoranda and Opinions (including all subject matter files)	7 years after close of the matter
Litigation Files	1 year after the expiration of appeals or time for filing appeals
Court Orders	Permanent

RECORD TYPE	RETENTION PERIOD
Request for Departure from Document Retention Policy	10 years
Warranties	7 years after expiration

INSURANCE RECORDS*

RECORD TYPE	RETENTION PERIOD
Annual Loss Summaries	10 years
Audits and Adjustments	3 years after final adjustment
Certificates of Insurance Issued to the Dispensary	Permanent
Claims Files (including correspondence, medical records, injury documentation, etc.)	Permanent
Group Insurance Plans – Active Employees	Until plan is amended or terminated
Group Insurance Plans – Retirees	Permanent or until 6 years after the death of the last eligible participant
Inspections	3 years
Insurance Policies (including expired policies) – Property, D&O, Workers’ Compensation, General Liability	Permanent
Journal Entry Support Data	7 years
Loss Runs	10 years
Releases and Settlements	25 years

PAYROLL DOCUMENTS*

[See also “TAX RECORDS” below.]

RECORD TYPE	RETENTION PERIOD
Employee Deduction Authorizations	4 years after termination of employment
Payroll Deductions	7 years after termination of employment
W-2 and W-4 Forms	7 years after termination of employment
Garnishments, Assignments, Attachments	7 years after termination of employment
Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	Permanent
Time Cards/Time Sheets	2 years
Unclaimed Wage Records	6 years

PERSONNEL RECORDS*

RECORD TYPE	RETENTION PERIOD
Records of Commissions, Bonuses, Incentives, Awards	7 years
EEO-I / EEO-2 Employer Information Reports	2 years after superseded or filing (whichever is longer)
Employee Earnings Records to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.	7 years after termination of employment
Employee Handbook	Permanent (1 copy with complete revision history)
Employee Medical Records	6 years after termination of employment
Employee Personnel Records (including attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after termination of employment
Employment Contracts/Offer Letters	7 years after termination of employment
Employment Records – Correspondence with employment agencies, Advertisements for job openings	3 years from date of hiring decision
Employment Records – All Non-Hired Applicants (including applications and resumes, whether solicited or unsolicited, results	2-4 years (4 years if the file contains any correspondence which might be construed as an offer)
Job Descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions	3 years after superseded
Personnel Count Records	3 years
Forms I-9	3 years after hiring or 1 year after termination of employment, whichever is later
Workers' Compensation Documentation	10 years
Notice of completed responsible vendor and 8 hour related duty training	3 years
All background reports	3 years
Record of any disciplinary action taken	3 years
Copy of the application that was submitted to the commission on behalf of any prospective Marijuana Establishment Agent	3 years
Documentation of all required training, including training regarding privacy and confidentiality	3 years

RECORD TYPE	RETENTION PERIOD
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 the presenters.	
Documentation of verification of references	3 years
All materials submitted to the Commission pursuant to 935 CMR 500.030(B)	7 years
Job descriptions or employment contract that includes duties, authority, responsibility, qualifications, and supervision	3 years

* *TO THE EXTENT DOCUMENTS IN SECTION VI (INSURANCE RECORDS), SECTION VII (PAYROLL DOCUMENTS), AND SECTION VIII (PERSONNEL RECORDS) RELATE TO EMPLOYEES, RECORDS SHOULD BE KEPT WITH RESPECT TO EACH EMPLOYEE.*

PROPERTY RECORDS

[See also "TAX RECORDS" below.]

RECORD TYPE	RETENTION PERIOD
Property Deeds, Assessments, Licenses, Rights of Way, Related Correspondence	Permanent
Original Purchase/Sale/Lease/Mortgage Agreements	Permanent
Property Insurance Policies	Permanent

TAX RECORDS

GENERAL RETENTION PRINCIPLE: the Cultivation and Kitchen must keep books of account or records sufficient to establish its gross income, deductions, credits, or other matters required to be shown on any tax return. These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

RECORD TYPE	RETENTION PERIOD
Tax-Exemption Documents and All Related Correspondence (including Form 1023 and state applications and IRS and state determinations)	Permanent
Tax or Employer Identification Number	Permanent
IRS Forms 1099	7 years
IRS Rulings	Permanent
Excise Tax Records	7 years
Payroll Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, Property	Permanent

RECORD TYPE	RETENTION PERIOD
Annual Information Returns – Federal and State	Permanent
IRS or other Government Audit Records	Permanent
Tax Work paper Packages – Originals	7 years
Sales/Use Tax Records	7 years

CONTRIBUTION RECORDS

RECORD TYPE	RETENTION PERIOD
Records of Contributions	Permanent
Wills, trusts or other documents evidencing terms of gifts	Permanent

OPERATIONS¹

RECORD TYPE	RETENTION PERIOD
A staffing plan(demonstrating accessible hours and safe cultivation conditions) and staffing records in compliance with 935 CMR 500.105(I)	7 years
Inventory records as required by 935 CMR 500.105 (H)	7 years
Seed-to-sale tracking records for all marijuana and marijuana products as required by 935 CMR 500.105(H)(5)	7 years
Waste disposal records or marijuana and marijuana products as required under 935 500.105(L)	2 years
Records for each vehicle used for transporting marijuana or marijuana products, vehicle registration, inspection and insurance	2 years
Incident reporting records under 935 500.110(H)(I)	The longer of 1 year or the duration of an open investigation

MEDIA/MARKETING RECORDS

RECORD TYPE	RETENTION PERIOD
Press Releases	Permanent
Marketing Materials	3 years

¹

MISCELLANEOUS

RECORD TYPE	RETENTION PERIOD
Consultant's Reports	2 years
Material of historical value, including pictures and publications	Permanent
State and County Fundraising Registrations (and Renewals, if any)	3 years

253 ORGANIC, LLC

EMPLOYEE HANDBOOK

April 1, 2018

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253 ORGANIC, LLC
EMPLOYEE HANDBOOK

TABLE OF CONTENTS

WELCOME TO 253 ORGANIC, LLC	3
COMPANY PHILOSOPHY.....	3
OPEN-DOOR POLICY.....	3
EQUAL EMPLOYMENT OPPORTUNITY	4
HARASSMENT POLICY	4
SEXUAL HARASSMENT POLICY	5
<i>Introduction</i>	5
<i>Definition of Sexual Harassment</i>	5
<i>Complaints of Sexual Harassment</i>	6
<i>Sexual Harassment Investigation</i>	7
<i>Disciplinary Action</i>	7
<i>State and Federal Remedies</i>	7
WORKING AND COMPENSATION.....	8
EMPLOYMENT ON AN AT-WILL BASIS	8
ATTENDANCE AND REPORTING TO WORK	8
WORKDAY HOURS AND SCHEDULING	9
RECORDING HOURS WORKED	9
PAY PERIOD AND PAYDAY	10
HOLIDAYS	10
EMPLOYMENT CLASSIFICATIONS.....	11
OVERTIME	11
MAINTAINING YOUR PERSONNEL RECORDS.....	12
PERSONNEL FILES.....	12
JOB DESCRIPTIONS	12
PERFORMANCE EVALUATIONS	13
TERMINATION OF EMPLOYMENT	13
REFERENCES/EMPLOYMENT VERIFICATION	13
EMPLOYEE ELIGIBILITY VERIFICATION (I-9)	14
STANDARDS AND EXPECTATIONS FOR THE WORKPLACE	14
SAFETY.....	14
<i>Reporting Unsafe Conditions or Practices</i>	15
VISITORS IN THE WORKPLACE.....	15
MAINTAINING A SAFE WORKSITE	15
REPORTING AN INJURY	16
FIRST AID	16
CARE OF EQUIPMENT AND SUPPLIES	16
SMOKING AT THE WORKPLACE.....	17
VIOLENCE AND WEAPONS	17
DRUG-FREE WORKPLACE.....	17
RESPONDING TO CUSTOMER INQUIRIES AND PROBLEMS	18
APPEARANCE AND DRESS.....	18
CONFLICTS OF INTEREST	18

CODE OF ETHICAL CONDUCT	19
SOLICITATION AND DISTRIBUTION	20
PERSONAL CALLS, VISITS, AND BUSINESS.....	20
BUSINESS EXPENSES.....	21
PERSONAL PROPERTY	21
INSPECTION OF PERSONAL AND COMPANY PROPERTY	21
SECURITY POLICY	21
<i>Security Officer</i>	22
<i>Internal Security</i>	23
<i>External Security</i>	26
<i>Reporting Security Breaches</i>	27
<i>Training</i>	28
<i>Responsibility and Disciplinary Actions</i>	29
TECHNOLOGY POLICY	29
CONFIDENTIAL AND PROPRIETARY INFORMATION	30
RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE	31
RE-EMPLOYMENT	32
MOONLIGHTING/DAYLIGHTING.....	33
BENEFITS	33
WORKERS' COMPENSATION BENEFITS	33
VACATION TIME	34
SICK TIME	34
LEAVES OF ABSENCE.....	35
<i>Maternity Leave</i>	35
<i>Jury Leave</i>	35
<i>Military Leave</i>	35
PARKING	36

WELCOME TO 253 ORGANIC, LLC

253 Organic, LLC (the “Company”) is providing this handbook to give you an overview of the Company’s policies, benefits, and rules. This handbook contains important information about the Company and about your employment with the Company. Please understand that this handbook only provides general information about the policies, benefits, and regulations governing the employees of the Company and is not a legal document. It is also not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to replace sound management, judgment, and discretion.

This handbook does not create an employment agreement and employees are regarded as employees-at-will (as described more fully herein).

It is impossible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. The Company, as a result, may be required to interpret portions of this handbook or deviate from its express provisions. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. As a result, the Company reserves the right to modify, supplement, rescind, or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion, with or without notice to you.

All of us must work together to make the Company a viable, healthy, and profitable organization. This is the only way we can provide a satisfactory working environment that promotes genuine concern and respect for others including all employees and our customers. If any statements in this handbook are not clear to you, please contact the Director of Operations.

COMPANY PHILOSOPHY

OPEN-DOOR POLICY

Open communications and the flow of information are important to the Company. The Company communicates with its employees through notices and meetings. These communications are intended to keep you up-to-date and informed.

In keeping with the Company’s philosophy of open communication, all employees have the right and are encouraged to speak freely with management about their job-related concerns.

We urge you to go directly to management to discuss your job-related ideas, recommendations, concerns and other issues which are important to you. If, after talking

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with management, you feel the need for additional discussion, you are encouraged to speak with the Director of Operations. No retaliation or adverse action may be taken against an employee following this policy in good faith.

The most important relationship you will develop at the Company will be between you and your co-workers. However, should you need support from someone other than a co-worker, management is committed to resolving your individual concerns in a timely and appropriate manner.

EQUAL EMPLOYMENT OPPORTUNITY

It is the Company's policy to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, ethnicity, disability, marital status, veteran status, transgender, sexual orientation, transgender, genetic information or any other basis prohibited by law. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The Director of Operations and all managerial personnel are committed to this policy and its enforcement.

If you are disabled and need a reasonable accommodation in order to perform the essential functions of your job, you may request an accommodation. The Company will make every effort to provide a reasonable accommodation for your known disability (if you are a qualified individual) so that you can perform the essential functions of your job when you can do so without direct threat to yourself or others.

Employees are directed to bring any violation of this policy to the immediate attention of the Director of Operations. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including termination of employment. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

HARASSMENT POLICY

The Company will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex or sexual orientation, age, ancestry, religion, national origin, ethnicity, handicap, disability, marital status, active military or veteran status, or genetic information. It is the Company's policy that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our employees, will result in discipline, up to and including termination of employment. The Company also will not tolerate any such harassment of our employees by our customers, vendors or others whom our employees come into contact within our workplace.

Employees must bring any violation of this policy to the immediate attention of the Director of Operations. The Company will thoroughly investigate all claims of harassment taking into consideration the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including termination of employment.

SEXUAL HARASSMENT POLICY

Introduction

It is the Company's goal to promote a workplace free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by the Company.

Employees are encouraged to bring concerns about sexual harassment to the attention of the Company. Any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is also unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have created a procedure to handle concerns of inappropriate conduct.

Because the Company takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

Definition of Sexual Harassment

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly as a term or condition of employment or as a basis for employment decisions; or,

- b. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a co-worker for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Display of sexually suggestive objects, pictures, screensavers, cartoons, or videos;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities;
- Sending sexually oriented or sex-based emails or text messages;
- The use of the computer to disseminate sexually oriented or sex-based communications; and
- Access of sexually explicit internet websites.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this Company.

Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with the Director of Operations. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting Director of Operations at:

253 Millers Falls Road
Turners Falls, MA 01376
Tel.

These individuals are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

Sexual Harassment Investigation

We will promptly investigate the allegation in a fair and expeditious manner. Furthermore, we will make every effort to maintain confidentiality under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment or any other form of discrimination, you may file a formal complaint with either or both the federal or applicable state agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies listed below has a short time period for filing a claim with the agency (EEOC - 300 days; MCAD - 300 days;). There may be other time periods for filing claims in court.

1. The U.S. Equal Employment Opportunity Commission ("EEOC")
1 Congress Street, 10th Floor
Boston, MA 02114
617-565-3200
<http://www.eeoc.gov/boston/index.html>

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

2. Massachusetts Commission Against Discrimination (“MCAD”)
One Ashburton Place
Boston, MA 02108
617-727-3990
<http://www.mass.gov/mcad/>

WORKING AND COMPENSATION

EMPLOYMENT ON AN AT-WILL BASIS

All employees of the Company, regardless of their classification or position, are employed on an at-will basis. This means that each employee’s employment can be terminated at the will of the employee or the Company at any time, with or without cause and with or without notice. Any officer, agent, representative, or employee of the Company, except in writing and signed by the Director of Operations, does not have the authority to enter into any agreement with any employee or applicant for employment on other than on an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, applications for employment, or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

ATTENDANCE AND REPORTING TO WORK

Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time at the start of your scheduled shift. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

The Company depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination of employment. The determination of excessive absenteeism will be made at the discretion of the Company. Absence from work for three consecutive days without properly notifying the Director of Operations will be considered a voluntary resignation. After two days’ absence, you may be required to provide documentation from your doctor or clinic to support an injury- or illness-related absence, and to ensure that you may safely return to work.

If you expect to be absent from the job for an approved reason (*e.g.*, paid time off or a leave of absence), you should notify the Director of Operations of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify the Director of Operations at least 30 minutes prior to the start of your scheduled shift/workday that you will be late or absent and provide the reason for that absence or lateness. If the Director of Operations is not available, you should contact the Office Manager or leave a voice message for the Office Manager prior to the start of

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your scheduled shift/workday. Be sure to leave your telephone number so the Office Manager can return your call. Failure to properly contact the Company will result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance may be included during your review and may be considered for other disciplinary action up to and including termination of employment.

Whenever possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered absences without pay. If you are unable to schedule an appointment before or after your regularly scheduled workday, you are required to talk to the Director of Operations to make special arrangements.

Furthermore, if you leave work early or for a period of time during the day, you must notify the Director of Operations when you leave and when you expect to return. For example, you should notify the Director of Operations if you need to leave during your lunch break to run an errand.

WORKDAY HOURS AND SCHEDULING

The regularly scheduled workday is established by the Director of Operations when you are hired. Your schedule is subject to change based on business needs. Whenever possible, the Company will try to give you one week advance notice of a change in your schedule, but based on business needs, the Company may not be able to give advance notice.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact the Director of Operations.

The Company generally schedules meal periods and rest periods during the workday. Rest periods are 15-minute paid breaks. For meals, our policy is:

- Meal periods will be no less than a 1/2 hour.
- The meal period is unpaid.
- All employees are required to take a lunch break and no employee is authorized, without prior approval, to perform work during the lunch period.
- The employee must spend the meal period away from his/her work station.
- An employee may spend the meal period at his/her assigned work station only if he/she is working during the meal period and overtime hours have been approved.

RECORDING HOURS WORKED

All employees are required to record their time. The Company will provide you with a time card for reporting your hours. Only you are authorized to record your own time.

{13426/A0328547.1}

253 Organic, LLC Employee Handbook

April 2018

Unless specifically authorized by the Company and only if work must be performed, employees may not start recording time before their regularly scheduled starting time or after their regularly scheduled quitting time.

Any time missed, not to exceed 40 hours, during the week may be made up during the same workweek with the supervisor's approval.

Employees must correctly record their hours for each working day. Completed time cards must be given to the Office Manager no later than 10:00 a.m. every Monday after the end of a pay period. If the last day of the pay period is a holiday, time cards are due on the Tuesday after the end of the pay period. Supervisors are responsible to ensure that the time reported by employees is accurate.

Failure to turn in time cards by the applicable deadline may delay your paycheck.

Falsification of time reporting or actual time worked may result in disciplinary action, up to and including termination of employment.

PAY PERIOD AND PAYDAY

The Company issues paychecks every Friday. Pay periods start on Monday morning and end on Sunday evening. On the Friday after the last day of each pay period, you will receive a paycheck for all hours worked during that pay period. If you use direct deposit, your pay will generally be available for withdrawal from your bank account on the pay date.

HOLIDAYS

The Company observes the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas

Full-time employees will be paid for these holidays as long as they are present for work on the workdays immediately before and after that holiday, or have an acceptable reason for being absent on any such days. If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.

Part-time, temporary and seasonal employees are not eligible for holiday pay.

EMPLOYMENT CLASSIFICATIONS

Upon being hired by the Company, all new employees must serve a ninety (90) calendar day introductory period. It is especially important that you make the Office Manager aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. Satisfactory completion of the introductory period does not entitle you to employment for any specific term.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. Regular Full-Time Employees - An employee who is scheduled to work an average of forty (40) hours per week on a regular and continuous basis.
2. Regular Part-Time Employees - An employee who is usually scheduled to work less than an average of forty (40) hours per week on a regular and continuous basis. Regular part-time employees are not eligible for participation in those employee benefits programs made available for regular full-time employees.
3. Temporary or Seasonal Employees - An employee whose services are anticipated to be of limited duration falls into this classification. Temporary and seasonal employees are not eligible for participation in those employee benefits programs made available for regular full-time employees.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive and professional employees are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. No overtime premium pay will be paid to exempt employees in most circumstances.
2. Non-Exempt Employees - All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime premium pay.

OVERTIME

Occasionally it may be necessary for an hourly employee to work beyond his or her normal workday hours. Overtime pay is paid only when work is scheduled, approved, and made known to the hourly employee in advance by a supervisor. The supervisor must obtain approval from the Director of Operations before requesting an hourly employee to work overtime. Under no circumstances may hourly employees work overtime without such prior approval.

Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. Hours cannot be accrued, banked, or averaged from one week to another. Also, in no case, may hourly employees take compensatory time off in a following week in lieu of overtime pay.

To the extent possible, overtime will be distributed equally among all hourly employees in the same classification and position, provided that the hourly employees concerned are equally capable of performing the available work. Decisions regarding overtime work will be made by the appropriate supervisor.

Supervisors must provide an hourly employee with as much advance notice as possible when overtime is required so that the hourly employee can rearrange his/her schedule to work the requested time. Less than two hours is generally not considered adequate advance notice.

Supervisors may not ask hourly employees to work beyond their regularly scheduled hours or cut their meal period short if overtime has not been authorized by the Director of Operations. Such demands on hourly employees violate the Fair Labor Standards Act.

MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, emergency contact information, insurance beneficiaries, change in dependents, marital status, etc. Please notify the Office Manager of any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

PERSONNEL FILES

Your personnel file is the property of the Company, and does not belong to you. However, upon request, you may review your personnel file in the presence of Human Resources provided you give the Company reasonable advance notice. You may also request a copy of any item(s) in your personnel file, and if you disagree with an item in your file, you may respond to that item in writing. A reasonable fee may be charged for copies. You may not remove anything from your personnel file.

JOB DESCRIPTIONS

The Company makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills,

mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

The Company maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The Company will prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the Director of Operations if you have any questions or concerns about your job description.

PERFORMANCE EVALUATIONS

Employees may have their job performance reviewed after the first 90 days of employment and on an annual basis by the Company. The Company may conduct evaluations more frequently as deemed necessary and appropriate by management.

TERMINATION OF EMPLOYMENT

Employees are responsible for all Company property, materials or written information issued to them or in their possession or control. Employees must return all such information immediately upon termination of employment.

REFERENCES/EMPLOYMENT VERIFICATION

Any requests for personnel information or references should be directed to the Office Manager. Unless the Company receives a written request from an employee authorizing the Company to provide a reference, it is the Company's policy to confirm only dates of employment and position held in response to a request for a reference on a present or former Company employee. Exceptions to this policy only may be made by the Director of Operations.

The Company strongly discourages you from providing a "personal reference" on behalf of any employee, former employee or non-Company employee. Personal references may not be written on Company letterhead. Any personal references that you provide must include a statement that you are acting in an individual capacity, and not on behalf of the Company.

EMPLOYEE ELIGIBILITY VERIFICATION (I-9)

All employers are required by the Immigration and Reform Control Act of 1986 to verify that all employees hired after November 1986 are authorized to work in the United States. This means that new employees must present documentation that establishes their United States citizenship, permanent resident status, or work authorization for non-immigrant aliens.

After an offer of employment is made and prior to beginning work, employees must complete an Employee Eligibility Verification, Form I-9, and present appropriate verification documentation. All offers of employment, and continued employment of persons whose employment authorization is of limited duration, are conditioned upon such employee's establishing his/her work authorization.

STANDARDS AND EXPECTATIONS FOR THE WORKPLACE

SAFETY

The Company believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to the Director of Operations in a timely manner.

The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. The Safety Committee, which is composed of representatives from throughout the organization, has been established to help monitor the Company's safety program and to facilitate effective communication between employees and management about workplace safety and health issues. The Safety Committee has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of a member of the labor-management safety committee. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Reporting Unsafe Conditions or Practices

Employees are expected to be on the lookout for unsafe working conditions or practices, regardless of how insignificant the injury may appear. If you observe an unsafe working condition, you should warn others, if possible, and report that unsafe working condition to the Director of Operations immediately. If you have a question regarding the safety of your workplace and practices, ask the Director of Operations for additional information.

If you observe a co-worker using an unsafe practice, you are expected to mention this to the co-worker and to the Director of Operations. Likewise, if a co-worker brings to your attention an unsafe practice you may be using, please thank the co-worker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

The Company will not retaliate against an employee who reports an unsafe working. This is important because one goal of the Company is to provide a safe and appropriate workplace.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the Company, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area.

If an unauthorized individual is observed on the Company's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the office.

MAINTAINING A SAFE WORKSITE

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following:

- Wear appropriate safety gear at all times.
- Wear appropriate clothing around or operating machinery.
- Handle tools and machinery with care and respect.
- Refrain from using cell phones, MP3 players or other electronic devices while handling Company machinery or vehicles or working in the factory.
- Refrain from horseplay and practical jokes in the workplace.