Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281308

Original Issued Date: 01/10/2020

Issued Date: 11/19/2020

Expiration Date: 01/10/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: JOLO CAN LLC

Phone Number: 617-270-1096 **Email Address:** gabriel@harborhousecollective.com

Business Address 1: 80 Eastern Avenue **Business Address 2:**

Business City: Chelsea **Business State:** MA **Business Zip Code:** 02150

Mailing Address 1: 80 Eastern Avenue **Mailing Address 2:**

Mailing City: Chelsea **Mailing State:** MA **Mailing Zip Code:** 02150

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: 50 **Percentage Of Control:**

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

First Name: Herbert **Last Name:** Jordan **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 25

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

First Name: Miguel **Last Name:** Londono **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:** 25

Role: Executive / Officer **Other Role:**

First Name: Gabriel **Last Name:** Londono **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:** 25

Role: Executive / Officer **Other Role:**

First Name: Michael **Last Name:** Farnum **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 5

Percentage Of Ownership: **Percentage Of Control:** 25

Role: Executive / Officer **Other Role:**

First Name: Richard **Last Name:** Su **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Herbert **Last Name:** Jordan **Suffix:**

Types of Capital: Monetary/Equity, Debt **Other Type of Capital:** **Total Value of the Capital Provided:** $5000000 **Percentage of Initial Capital:** 90

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Miguel **Last Name:** Londono **Suffix:**

Types of Capital: Monetary/Equity, Debt **Other Type of Capital:** **Total Value of the Capital Provided:** $500000 **Percentage of Initial Capital:** 10

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 80 Eastern Avenue

Establishment Address 2:

Establishment City: Chelsea **Establishment Zip Code:** 02150

Approximate square footage of the establishment: 34950 **How many abutters does this property have?:** 180

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Agreement Certification Form.pdf	pdf	5b72fe33cea8212d4c7b4afe	08/14/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Notice Envelope.pdf	pdf	5b72fe405e9b3d2d528a711b	08/14/2018
Plan to Remain Compliant with Local Zoning	Zoning and Code Compliance.pdf	pdf	5b9ab3245e9b3d2d528a918a	09/13/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	5c55c7683d84de123a60eac5	02/02/2019
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5c55c76c635d511b3474d3ea	02/02/2019
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5c55c76f5d4b0b1b3ebbd926	02/02/2019
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5c55c771d7a931124ee009b7	02/02/2019
Community Outreach Meeting	City of Chelsea Attestation.pdf	pdf	5cc35f9ddf25934c58f86373	04/26/2019

Documentation				
Community Outreach Meeting Documentation	80 Eastern Avenue Abutters.pdf	pdf	5cc35f9fe2695d45078d7b62	04/26/2019

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.: $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	Positive Impact Plan Proposal v1.3.pdf	pdf	5d1c1c4442805c051718ad97	07/02/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Herbert **Last Name:** Jordan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Miguel **Last Name:** Londono **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Gabriel **Last Name:** Londono **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Michael **Last Name:** Farnum **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 5

Role: **Other Role:**

First Name: Richard **Last Name:** Su **Suffix:**

RMD Association: RMD Manager

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - DOR.pdf	pdf	5b88ff615a6f093923e50669	08/31/2018
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing - SOC.pdf	pdf	5b88ff6218807b2d67c408dc	08/31/2018
Articles of Organization	JOLO CAN LLC Certificate of Organization.pdf	pdf	5b88ff75185bb22d710668a4	08/31/2018
Bylaws	JOLO CAN LLC Operating Agreement.pdf	pdf	5b88ff77aa953e3937b5a867	08/31/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SoS CoGS.pdf	pdf	5f9d8cccdd2d7407bedea924	10/31/2020
Department of Unemployment Assistance - Certificate of Good standing	MA SUI Good Standing.pdf	pdf	5f9d8ccd8cc05c081b1b5d42	10/31/2020
Department of Revenue - Certificate of Good standing	DOR CoGS.pdf	pdf	5f9d8ccea75869080486a985	10/31/2020

Massachusetts Business Identification Number: 001325941

Doing-Business-As Name: Harbor House Collective

DBA Registration City: Chelsea

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5b9ab38618807b2d67c417b9	09/13/2018
Proposed Timeline	Updated Proposed Timeline.pdf	pdf	5f9d8cdedf85ec07dfb87968	10/31/2020
Plan for Liability Insurance	Insurance Plan 2.pdf	pdf	5f9d8cf157d9d707ee4d6f1e	10/31/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Procurement.pdf	pdf	5b97e25f0d95792d85f4409b	09/11/2018
Restricting Access to age 21 and older	Restricting 21 SOP.pdf	pdf	5b9ab3c089bc002d9918c127	09/13/2018
Security plan	Security SOP.pdf	pdf	5b9ab3cfcea8212d4c7b6b2c	09/13/2018
Prevention of diversion	Diversion SOP.pdf	pdf	5b9ab3d95e9b3d2d528a9192	09/13/2018

Storage of marijuana	Storage SOP.pdf	pdf	5b9ab3e618807b2d67c417bf	09/13/2018
Transportation of marijuana	Transportation SOP.pdf	pdf	5b9ab3f5185bb22d710677c2	09/13/2018
Inventory procedures	Inventory SOP.pdf	pdf	5b9ab401d389b22d7bd655a0	09/13/2018
Dispensing procedures	Dispensing SOP.pdf	pdf	5b9ab4194e62492d8f345fed	09/13/2018
Personnel policies including background checks	Employee Handbook.pdf	pdf	5b9ab42989bc002d9918c12b	09/13/2018
Record Keeping procedures	Record Keeping SOP.pdf	pdf	5b9ab436cea8212d4c7b6b30	09/13/2018
Maintaining of financial records	Maintaining Financial Records SOP.pdf	pdf	5b9ab4445e9b3d2d528a9196	09/13/2018
Qualifications and training	Qualifications and Training SOP.pdf	pdf	5b9ab475185bb22d710677c6	09/13/2018
Quality control and testing	Quality Control and Testing SOP Updated.pdf	pdf	5c55c7f38d16491b5c0f59c1	02/02/2019
Diversity plan	Diversity Plan v1.4.pdf	pdf	5dcecbbaea4df3530e6447c4	11/15/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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: JOLO CAN LLC is still under construction and not yet in operation. However, the company has taken steps to ensure its hiring process is focused towards achieving its goal of attracting employees from communities designated by the Cannabis Control Commission as Areas of Disproportionate Impact. Furthermore, JOLO CAN LLC is focusing its hiring efforts local to the area and its surrounding communities. Attached is a document detailing the company's efforts to meet both its Positive Impact Plan and Diversity Plan goals.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: JOLO CAN LLC is still under construction and not yet in operation. However, the company has taken steps to ensure its hiring process is focused towards achieving its Diversity Plan goal of attracting employees with backgrounds designated by the Cannabis Control Commission as diverse. JOLO CAN LLC has simultaneously aimed to target those individuals through organizations geographically located in Chelsea, MA. Attached is a document detailing the company's efforts to meet both its Positive Impact Plan and Diversity Plan goals.

HOURS OF OPERATION

Monday From: 9:00 AM	**Monday To:** 9:00 PM
Tuesday From: 9:00 AM	**Tuesday To:** 9:00 PM
Wednesday From: 9:00 AM	**Wednesday To:** 9:00 PM
Thursday From: 9:00 AM	**Thursday To:** 9:00 PM
Friday From: 9:00 AM	**Friday To:** 9:00 PM
Saturday From: 9:00 AM	**Saturday To:** 9:00 PM
Sunday From: 9:00 AM	**Sunday To:** 9:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

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

Applicant

I, Miguel F. Londono, (*insert name*) certify as an authorized representative of JOLO CAN LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Chelsea (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 26, 2018 (*insert date*).

Miguel F. Londono
Signature of Authorized Representative of Applicant

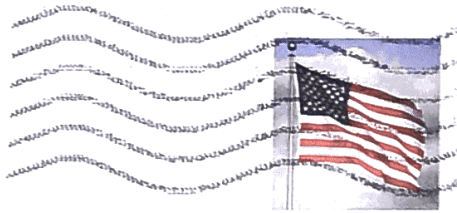
Host Community

I, Cheryl Watson Fisher, (~~*insert name*~~) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Chelsea (*insert name of host community*) to certify that the applicant and JOLO CAN LLC (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 6-26-18 (*insert date*).

City Solicitor
Signature of Contracting Authority or
Authorized Representative of Host Community

BOSTON MA 021

04 MAY 2018 PM 7 L



EIGHTY EASTERN AVENUE LLC ,
OR Current Resident

80 EASTERN AV
CHELSEA , MA , 02150
USA

02150-332399

JOLO CAN LLC

Plan to Remain Compliance with Local Zoning

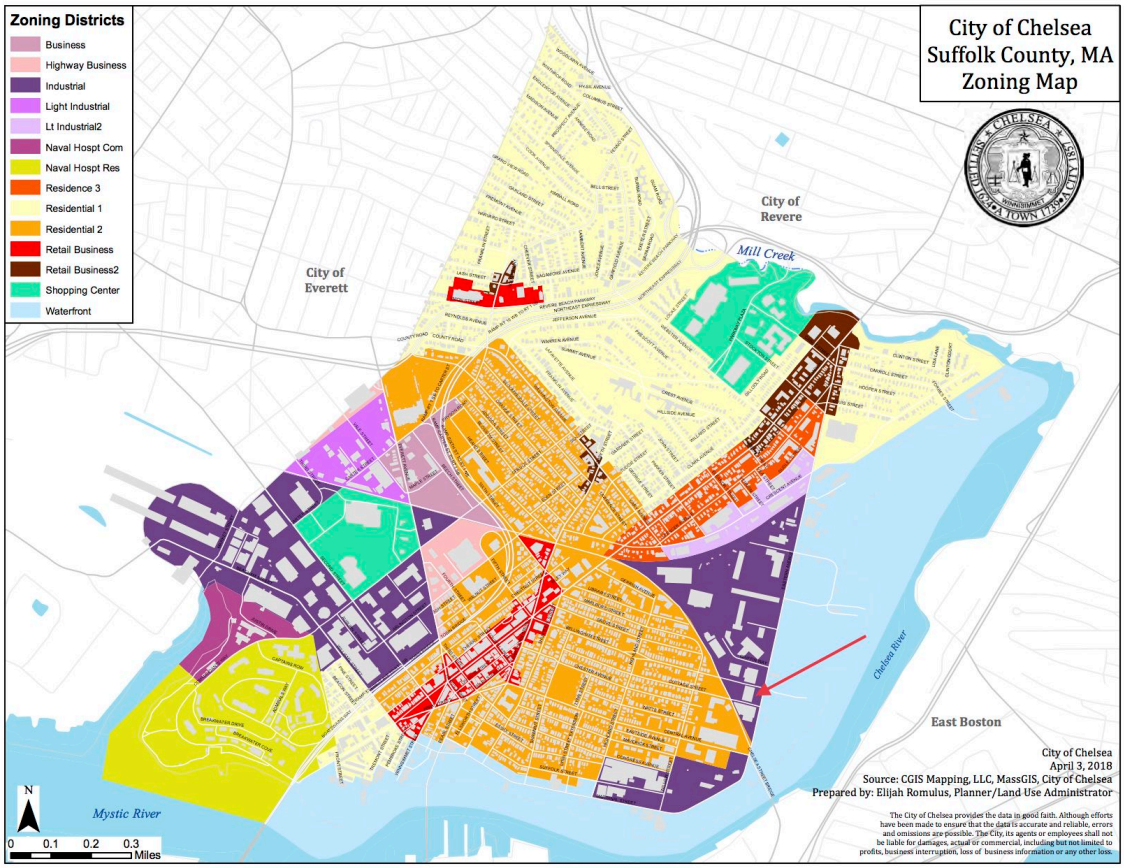
Version 1.0

Scope

Pursuant to Commonwealth of Massachusetts regulation 935 CMR 500.005, in addition to Chapter 34 of the Chelsea Code of Ordinances, JOLO CAN LLC is proposing to open a co-located Tier 3 cultivation space, manufacturing facility, and retail dispensary at 80 Eastern Ave, Chelsea, MA, 02150.

Location

The existing space is approximately 24,460 SF with a 7,330 SF mezzanine, constructed of exterior masonry walls with steel truss roof assembly. As shown on the City of Chelsea zoning map from Chapter 34 of the Chelsea Code of Ordinances, the existing infrastructure for the proposed facility is located in an industrial zone, where the municipality has zoned cultivation locations.



In compliance with 935 CMR 500.110(3), JOLO CAN LLC is not located within 500 feet of any pre-existing public or private school, providing education in kindergarten or any of grades one through 12. All phases of the cultivation, processing, and packaging of marijuana by JOLO CAN LLC shall take place in a designated area that is not visible from a public place.

Environmental

All Marijuana cultivation shall be done in a manner that satisfies minimum energy efficiency and equipment standards as established by the Commission, and meet all applicable environmental laws, regulations, permits and other applicable approvals including those related to water quality and solid and hazardous waste management.

The Company's cultivation practices shall comply with minimum energy efficiency and equipment standards including, nut not limited to:

- Lighting power densities of 36 watts per gross square foot of active growing space canopy
- The Company shall demonstrate compliance with minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code)
- The Company will show that the existing buildings envelope insulation complies with the code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)
- JOLO CAN LLC shall implement and adopt additional best management practices as determined by the Commission, in consultation by the working group established under St. 2017, c.55, 78 (b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

In order to provide ongoing assistance with architectural and engineering compliance, JOLO CAN LLC has retained the services of Upland Architects. Upland Architects' assistance consists of design, construction documents, and construction administration. Upland Architects will be responsible for submitting stamped and signed architectural and MEP drawings to JOLO CAN LLC. Once building permit is issued, Upland Architects will complete (2) construction control site visits during construction as required by state regulations. Upon project completion, Upland Architects will complete final inspections as required by the state and submit all required documents to local municipalities for final certificate of occupancy (C.O).

Additionally, JOLO CAN LLC has retained counsel of Foley Hoag LLP to provide ongoing assistance with respect to zoning issues and will cooperate with local officials and abide by all other applicable municipal ordinances and codes.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

I, MIGUEL LONDOÑO, (*insert name*) attest as an authorized representative of TOLO CAN LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on MAY 17 / 2018 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on CHELSEA MAY 10/18 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on MAY 14/2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on MAY 4/2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents 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. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A

Award-winning chef Matt Morello creating elite edibles for Revolutionary Clinics

Staff Report

He spent his entire professional career working in the country's best restaurants and crafting innovative tastes in his own bistros.

Now, Chef Matt Morello is bringing his culinary skills to Revolutionary Clinics, making unique, cannabis-infused edibles. Revolutionary Clinics is a state-of-the-art medical marijuana company with a dispensary at 67 Broadway in Somerville and two planned in Cambridge.

"I have had amazing opportunities to train under some of the finest chefs in the country in world-renowned restaurants and hotels," Morello said. "Now, I have the chance to be a part of a cutting-edge company like RevClinics."

Morello says he is bringing his skills to the art of edible cannabis products. "Cannabis edibles present a unique challenge, unlike a cafe or restaurant where food is expected to be eaten right away. We have to be creative and innovative to ensure the highest quality product throughout its shelf life," he said. "This requires the same attention to detail that is required at the highest level of fine dining."

Among the morsels available at the Somerville dispensary: strawberry-lemon gummies, concord grape terp chews and passion fruit gummies. They are all created by Morello.

"Our edibles are the perfect mix of chemistry and the culinary arts," he said. "Chemistry makes sure the products are consistent, of the highest quality, and effective. My job is to make it taste good."

POLICE *Log*

Monday, 4/ 23

Luis Pineda Calderon, 29, 8 Lexington St., Everett, was arrested for unlicensed operation of motor vehicle.

Steven Mejia, 27, 63 Central Ave., Chelsea, was arrested on warrants.

Tuesday, 4/24

Anthony Sylvester, 35, 90 Ellery St., Cambridge, was arrested on a warrant.

Thursday, 4/26

Jonathan Aleo, 28, 626 Chandler St., Tewksbury, was arrested for operating under the influence of liquor, and one way violation.

Friday, 4/27

Henry Rosales Aguilar, 18, 77 Library St., Chelsea, was arrested for unarmed robbery and assault and battery.

Saturday, 4/28

Sandra Martinez, 48, 108 Clark Ave., Chelsea, was arrested for disorderly conduct.

Sunday, 4/29

Manuel Escobar, 20, 45 Addison St., Chelsea, was arrested for disorderly conduct, resisting arrest, assault and battery on a police officer (3 counts) and on warrants.

Janetsy Diaz, 19, 71A Clark Ave., Chelsea, was arrested for disorderly conduct, resisting arrest, assault and battery on a police officer (2 counts) and intimidation of witness.

Alfredo Martinez, 57, 769 Broadway, Chelsea, was arrested for assault and battery with a dangerous weapon and disorderly conduct.

VISIT WWW.CHELSEARECORD.COM

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE
By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Maritza Amaya to Mortgage Electronic Registration Systems, Inc. as nominee for Home123 Corporation, its successors and assigns,, dated February 21, 2007 and recorded with the Suffolk County Registry of Deeds at Book 41366, Page 304, subsequently assigned to U.S. Bank National Association, as trustee, on behalf of the holders of CSMC Mortgage-Backed Pass-Through Certificates, Series 2007-5 by Mortgage Electronic Registration Systems Inc. by assignment recorded in said Suffolk County Registry of Deeds at Book 55401, Page 205 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 2:00 PM on May 24, 2018 at 31 John Street, Chelsea, MA, all and singular the premises described in said Mortgage, to wit:
All that parcel of land in Suffolk County, Commonwealth of Massachusetts, as more fully described in Deed Book 34215, Page 319, ID# 58-0039, being known and designated as metes and bounds property. The land in Chelsea, Suffolk County, Massachusetts, situated on the Northeasterly side of John Street, with the buildings thereon now known and numbered as 31 John Street, containing 3100 square feet of land more or less. Property is recorded land. By Fee Simple Deed from Maritza Amaya and Martha J. Hernandez as set forth in Book 34215, Page 319, dated 04/05/2004 and recorded 04/09/2004, Suffolk County records, Commonwealth of Massachusetts.
The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.
TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (S5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale.
If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.
The description of the premises contained in said mortgage shall control in the event of an error in this publication.
TIME WILL BE OF THE ESSENCE.
Other terms, if any, to be announced at the sale.
U.S. Bank National Association, as trustee, on behalf of the holders of CSMC Mortgage-Backed Pass-Through Certificates, Series 2007-5
Present Holder of said Mortgage,
By Its Attorneys,
ORLANS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
15-012562
5/3/18, 5/10/18, 5/17/18
C

LEGAL NOTICE

CHELSEA CONSERVATION COMMISSION
PUBLIC MEETING
REQUEST FOR DETERMINATION OF APPLICABILITY
Notice is hereby given in accordance with Section 40, Chapter 131 of the General Laws of the Commonwealth of Massachusetts (Wetlands Protection Act), that a Public Meeting of the Chelsea Conservation Commission will be held: Tuesday, May 22, 2018, 6:00 PM
500 Broadway, Conference Room 101.
The Public Meeting will be held to review the Request for Determination of Applicability submitted by Simboli Real Estate, Inc., related to the construction of a new 4-story vestibule addition to an existing building at 90 Everett Avenue to permit occupancy by a new medical center. A copy of the filing may be reviewed at City Hall, Department of Planning and Development, 500 Broadway, Room 101, during City Hall business hours.
Per Order
Stephen N. Sarikas
Chairperson
5/10/18
C

LEGAL NOTICE

SALE OF REAL ESTATE
UNDER GLM 183A:6
BY virtue of the Judgement and Order of the Chelsea District Court Civil Action No. 1614CV425, in favor of the Board of Trustees of Addison Place Condominium Trust, against Arthur MCNAIR, TRUSTEE OF 124 ADDISON STREET REALTY TRUST AND INDIVIDUALLY establishing a lien pursuant to GLM 183A:6 on real estate known as Unit 3 of the Addison Place Condominium located at 124 Addison Street, Chelsea, MA for the purpose of satisfying such lien, the real estate will be sold at Public Auction at 11 o'clock A.M. on the 30th day of May 2018 A.D. at the Suffolk County Sheriff's Department, Civil Process Division, 132 Portland Street, Boston, MA 02114. The real estate to be sold is more particularly described as follows:
Unit No.3 of Addison Place Condominium created by Master Deed dated July 13, 1987 and filed on October 13, 1987 with the Suffolk Registry District of the Land Court as Document No. 430062, noted on Certificate of Title No. C212, as indicated on Condominium Plan No. 21302-A.
Together with an undivided 6.2% percentage interest in the common areas and facilities of the condominium.
The Post Office Address of the Condominium is: 124 Addison Street, Unit 3, Chelsea, MA 02150.
The Unit is laid out as shown on the plans filed with said Master Deed and to which is affixed a verifies statement in the form provided in M.G.L. Ch. 183A, §9. It is subject to and with the benefit of the obligations, rights and liabilities contained in General Laws Chapter 183A, the Master Deed and the By-Laws filed herewith.
Together with the exclusive right and easement to use Parking Space Number 3, as shown on the site play filed with the Master Deed,
The Unit is intended for residential purposes and other uses permitted by the applicable Zoning Ordinances and as set forth in the Master Deed.
For title reference, see Deed dated February 6, 2009 and recorded with the Suffolk County District of the Land Court, Document No. 761532, Certificate of Title No. C212-66, Registration Book 212, Page 66.
Terms of Sale:
1. Qualified Bidders must have positive identification and a $600.00 deposit in the form of a bank check(treasurer's, cashier's or certified) to bid. No personal or business checks will be accepted. The check should be made payable to the Suffolk County Sheriff's Department-Civil Process Division OR Bidder's Name(this meaning that both the Suffolk Country Sheriff's Department and the bidder's name should appear on the check connected by the word OR).
2. The balance of the purchase price is to be paid by certified check or by bank check within thirty (30) days of the auction.
3. An Auctioneer's Release Deed will be issued to the purchaser, upon payment of the balance of the purchase price, within thirty (30) days of the auction. The Deed shall convey the premises subject to, and with the benefit of, all restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances or record senior to the lien hereby being satisfied, whether or not reference to such restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens or encumbrances is made in the Auctioneer's Release Deed.
4. Additionally, and not by way of limitation, the sale of the real estate shall be subject to and with the benefit of any and all tenants, tenancies, and occupants, if any.
5. No representation is or shall be made as to any other mortgages, liens or encumbrances of record.
6. No representation is or shall be made as to the condition of the real estate or the Condominium. The real estate shall be sold "as is."
7. Other terms, if any, shall be announced at the auction.
8. This auction is subject to and in accordance with the Judgement and Order, a copy of which may be obtained from the Trust's counsel, Colin Wehrung, Wehrung Law, 142 Galen Street, Watertown, MA 02472(617-393-9993).
Board of Trustees of Addison Place Condominium Trust - Lienholder
Alphonso S. Johnson
Deputy Sheriff
5/3, 5/10, 5/17
C

LEGAL NOTICE

NOTICE OF HEARING
Case No. 2018-11
Notice is hereby given in accordance with the Massachusetts Zoning Act, Chapter 40A that a Regular Meeting of the Chelsea Zoning Board of Appeals will be held on Tuesday, June 12, 2018 6:00 p.m.
Chelsea City Hall - Room 102 - Conference Room
With reference to the application of:
Mobilitie Management c/o Eric Kallio
For Special Permit
for installation of cell backhaul equipment, including an antenna on an existing street utility pole, to extend service for existing cell phone towers at the premises known as:
Approximate location at 161 Summit Avenue
All interested parties should attend the hearing or provide written comment to the Board.
A copy of the application and petition is available for review at the Office of the City Clerk, 500 Broadway, Room 209, Chelsea, MA.
5/10/18, 5/17/18
C

LEGAL NOTICE

NOTICE OF HEARING
Case No. 2018-12
Notice is hereby given in accordance with the Massachusetts Zoning Act, Chapter 40A that a Regular Meeting of the Chelsea Zoning Board of Appeals will be held on Tuesday, June 12, 2018 6:00 p.m.
Chelsea City Hall - Room 102 - Conference Room
With reference to the application of:
Juan Gallego, Ever Zavala & Jose Argueta Trustees of GZA Nominee Trust
For Special Permit and Variance to enable subdivision of a single lot containing a duplex four (4) family dwelling into two, two (2) family dwelling structures at the premises known as:
14-16-18-20 Hooper Street
All interested parties should attend the hearing or provide written comment to the Board.
A copy of the application and petition is available for review at the Office of the City Clerk, 500 Broadway, Room 209, Chelsea, MA.
5/10/18, 5/17/18
C

LEGAL NOTICE

METRO CREDIT UNION
ANNUAL MEETING
The Metro Credit Union Shareholders and Members are hereby given notice that the Annual Meeting will be held on May 29, 2018 at 11 a.m. at the Main Office of the Credit Union, 200 Revere Beach Parkway, Chelsea, MA to transact the following:
1) To transact any and all business that may legally come before the meeting.
Respectfully submitted,
Arthur M. Cohan
Clerk
5/10, 5/17
C

LEGAL NOTICE

CHELSEA TRAFFIC AND PARKING COMMISSION
PUBLIC HEARING
Notice is hereby given that the City of Chelsea, acting through the Chelsea City Council, pursuant to Mass. Gen. Laws c. 40A, and in accordance with the provisions of Zoning Act, Ch. 34, Article V, Section 34-106 Code of Ordinances, will conduct a public hearing on Monday, May 21, 2018 at 7:00 p.m. in the Council Chambers, Chelsea City Hall, 500 Broadway, Chelsea, MA, to discuss Off-Street Parking Requirements of Specific Uses. A copy of the draft of the proposed amendment change can be found on file and available for public review in the Office of the City Clerk and the Office of the City Council, Chelsea City Hall, Chelsea, MA, from Monday, Wednesday, and Thursday, 8 a.m. to 4 p.m., Tuesday 8 a.m. to 7 p.m. and Friday from 8 a.m. to Noon.
Councilor Damali Vidot,
President
Chelsea City Council
5/3/18, 5/10/18
C

LEGAL NOTICE

CHELSEA TRAFFIC AND PARKING COMMISSION
PUBLIC HEARING
Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, May 29, 2018 at 6:00 P.M.
Third Floor Conference Room
City Hall, 500 Broadway
Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding a request to replace the existing downtown commercial loading zone and fifteen (15) minute parking zone program with an expanded, modified curbside management policy comprised of the relocation of certain commercial loading zones, the addition of new commercial loading, and revision of operating hours for certain zones.
Per Order
Chief Brian A. Kyes
Chairperson
5/10/18, 5/17/18
C

LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 17th at 6 p.m. at 500 Broadway, Third Floor Conference Room, Chelsea, MA 02150.
The proposed Marijuana Cultivator and Retailer is anticipated to be located at 80 Eastern Avenue, Chelsea. There will be an opportunity for the public to ask questions.
Please Contact Gabriel Londono with any inquiries at 617-270-1096.

Esta Noticia es para informarles que Habra una reunion de la comunidad en Chelsea en donde se les informara de la propuesta para establecer un establecimiento de Marinuana. La reunion esta programada para el dia Mayo 17 a las 6:00 de la tarde y sera en el 500 Broadway, Third Floor Conference Room, Chelsea, MA 02150. La direccion propuesta para cultivar y vender al por menor Marijuana sera en la 80 Eastern Ave., Chelsea, MA 02150. Durante la reunion el public tendra la oportunidad de hacer preguntas.
Por favor contactar a Gabriel Londono con cual quier pregunta - 617-270-1096.
5/10/18
C

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
PROPOSED PROVISIONS ON
OFF-STREET PARKING REQUIREMENTS
Notice is hereby given that the City of Chelsea, acting through the Chelsea City Council, pursuant to Mass. Gen. Laws c. 40A, and in accordance with the provisions of Zoning Act, Ch. 34, Article V, Section 34-106 Code of Ordinances, will conduct a public hearing on Monday, May 21, 2018 at 7:00 p.m. in the Council Chambers, Chelsea City Hall, 500 Broadway, Chelsea, MA, to discuss Off-Street Parking Requirements of Specific Uses. A copy of the draft of the proposed amendment change can be found on file and available for public review in the Office of the City Clerk and the Office of the City Council, Chelsea City Hall, Chelsea, MA, from Monday, Wednesday, and Thursday, 8 a.m. to 4 p.m., Tuesday 8 a.m. to 7 p.m. and Friday from 8 a.m. to Noon.
Councilor Damali Vidot,
President
Chelsea City Council
5/3/18, 5/10/18
C

LEGAL NOTICE

CHELSEA CONSERVATION COMMISSION
PUBLIC MEETING
REQUEST FOR DETERMINATION OF APPLICABILITY
Notice is hereby given in accordance with Section 40, Chapter 131 of the General Laws of the Commonwealth of Massachusetts (Wetlands Protection Act), that a Public Meeting of the Chelsea Conservation Commission will be held: Tuesday, May 22, 2018, 6:00 PM
500 Broadway, Conference Room 101.
The Public Meeting will be held to review the Request for Determination of Applicability submitted by the Global Companies, LLC, related to maintenance repairs to the seawall at 11 Broadway. A copy of the filing may be reviewed at City Hall, Department of Planning and Development, 500 Broadway, Room 101, during City Hall business hours.
Per Order
Stephen N. Sarikas
Chairperson
5/10/18
C

LEGAL NOTICE

CHELSEA CONSERVATION COMMISSION
PUBLIC MEETING
REQUEST FOR DETERMINATION OF APPLICABILITY
Notice is hereby given in accordance with Section 40, Chapter 131 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Planning Board will be held on Tuesday, May 22, 2018 6:00 p.m.
Chelsea City Hall - Room 305 - Conference Room
Chelsea City Council has referred an ordinance regarding zoning provisions on off-street parking spaces to the Chelsea Planning Board for a recommendation which includes:
That Chapter 34, Article V - Off-Street Parking Requirements - Section 34-106(j) be amended as follows:
* Any parking requirement set forth in this section may be reduced only by 10% upon the issuance of a special permit by the zoning board of appeals.
* "As a condition of the Special Permit all leases for tenants shall specifically state that a tenant may not obtain or apply for a City of Chelsea residential sticker."
All interested parties should attend the hearing or provide written comment to the Board.
A copy of the application and petition is available for review at the Office of the City Clerk, 500 Broadway, Room 209, Chelsea, MA.
5/10/18, 5/17/18
C

LEGAL NOTICE

NOTICE OF HEARING
Zoning Amendments
Notice is hereby given in accordance with Section 34-215 of Chapter 34 (Zoning) of the Code of Ordinances, City of Chelsea, Massachusetts, that a Public Hearing of the Chelsea Planning Board will be held on Tuesday, May 22, 2018 6:00 p.m.
Chelsea City Hall - Room 305 - Conference Room
Chelsea City Council has referred an ordinance regarding zoning provisions on off-street parking spaces to the Chelsea Planning Board for a recommendation which includes:
That Chapter 34, Article V - Off-Street Parking Requirements - Section 34-106(j) be amended as follows:
* Any parking requirement set forth in this section may be reduced only by 10% upon the issuance of a special permit by the zoning board of appeals.
* "As a condition of the Special Permit all leases for tenants shall specifically state that a tenant may not obtain or apply for a City of Chelsea residential sticker."
All interested parties should attend the hearing or provide written comment to the Board.
A copy of the application and petition is available for review at the Office of the City Clerk, 500 Broadway, Room 209, Chelsea, MA.
5/10/18, 5/17/18
C

LEGAL NOTICE

CITY OF CHELSEA
INVITATION FOR BIDS
REPLACEMENT OF CEMENT CONCRETE SIDEWALKS IN VARIOUS LOCATIONS
The City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking sealed bids for all labor and materials for "REPLACEMENT OF CEMENT CONCRETE SIDEWALKS IN VARIOUS LOCATIONS".
Invitation for Bids will be available on or after May 9, 2018 by contacting Dylan Cook, Chief Procurement Officer at dcook@chelseama.gov or by visiting the City's website at http://www.chelseama.gov/purchasing/pages/current-bids-solicitations.
Bids must be sealed and clearly marked "REPLACEMENT OF CEMENT CONCRETE SIDEWALKS IN VARIOUS LOCATIONS" and submitted to the DPW Office, Room 310, no later than 1:00PM on Thursday, May 24, 2018.
Each bid must be accompanied by a certified check, issued by a responsible bank or trust company. Or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, all in the amount of 5% of the bid payable to the "City of Chelsea."
The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.
To be given consideration, MassDOT certification is required.
In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.
The City of Chelsea is an Equal Opportunity Employer.
This Invitation for Bids is in accordance with M.G.L. Chapter 30, 39M.
Dylan Cook
Chief Procurement Officer
5/10/18
C

LEGAL NOTICE

CITY OF CHELSEA
REQUEST FOR PROPOSALS
Broadway Survey & Engineering Services
The City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking Request for Proposals for "Broadway Survey & Engineering Services". Request for Proposals will be available on or after May 9, 2018 by contacting Dylan Cook, Chief Procurement Officer at dcook@chelseama.gov or by visiting the City's website at http://www.chelseama.gov/purchasing/pages/current-bids-solicitations.
Proposals must be sealed and clearly marked "Broadway Survey & Engineering Services" and submitted to the Office of the Chief Procurement Officer no later than 11:00AM on Thursday, May 31, 2018.
The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.
In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.
The City of Chelsea is an Equal Opportunity Employer.
Dylan Cook
Chief Procurement Officer
5/10/18
C

LEGAL NOTICE

CITY OF CHELSEA
REQUEST FOR PROPOSALS
Group Health Plan and Employee Benefit Consulting Services
The City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking Request for Proposals for "Group Health Plan and Employee Benefit Consulting Services". Request for Proposals will be available on or after May 9, 2018 by contacting Dylan Cook, Chief Procurement Officer at dcook@chelseama.gov or by visiting the City's website at http://www.chelseama.gov/purchasing/pages/current-bids-solicitations.
Proposals must be sealed and clearly marked "Group Health Plan and Employee Benefit Consulting Services" and submitted to the Office of the Chief Procurement Officer no later than 10:00AM on Thursday, May 24, 2018.
The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.
In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.
The City of Chelsea is an Equal Opportunity Employer.
Dylan Cook
Chief Procurement Officer
5/10/18
C

Attachment B

JOLO CAN LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 17th at 6pm at 500 Broadway, Third Floor Conference Room, Chelsea, MA 02150. The proposed Marijuana Cultivator and Retailer is anticipated to be located at 80 Eastern Avenue, Chelsea. There will be an opportunity for the public to ask questions.

Please Contact Gabriel Londono with any inquiries – 617-270-1096

Esta noticia es para informarles que habra un reunion de la comunidad en Chelsea en donde se les informara de la propuesta para establecer un establecimiento de Marijuana. La reunion esta programada para el dia Mayo 17 a las 6:00 de la tarde y sera en el 500 Broadway, Third Floor Conference Room, Chelsea, MA 02150. La direccion propuesta para cultivar y vender al por menor Marijuana sera en la 80 Eastern Ave, Chelsea MA 02150. Durante la reunion el public tendra la oportunidad de hacer preguntas.

Por favor contactar a Gabriel Londoño con cual quier pregunta – 617-270-1096

DocuSign Envelope ID: 35B344BD-CEFF-4700-B93E-F3A22F6BBC61

Community Outreach Meeting Attestation

Pursuant to 935 CMR 500.101(1)(a)(9)(a-d) I, Gabriel Londono, acting as a representative of JOLO CAN LLC, hereby attest that notice of a community outreach meeting was hand delivered to the municipal clerk, planning board, contracting authority and local licensing authority of the City of Chelsea, for the adult use of marijuana, on May 4th, 2018. The notice given was an identical copy to the notice sent to abutters to the proposed location.

DocuSigned by:
Gabriel Londono
Authorized Signature

2/1/2019
Date

Attachment C

JOLO CAN LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 17th at 6pm at 500 Broadway, Third Floor Conference Room, Chelsea, MA 02150. The proposed Marijuana Cultivator and Retailer is anticipated to be located at 80 Eastern Avenue, Chelsea. There will be an opportunity for the public to ask questions.

Please Contact Gabriel Londono with any inquiries – 617-270-1096

Esta noticia es para informarles que habra un reunion de la comunidad en Chelsea en donde se les informara de la propuesta para establecer un establecimiento de Marijuana. La reunion esta programada para el dia Mayo 17 a las 6:00 de la tarde y sera en el 500 Broadway, Third Floor Conference Room, Chelsea, MA 02150. La direccion propuesta para cultivar y vender al por menor Marijuana sera en la 80 Eastern Ave, Chelsea MA 02150. Durante la reunion el public tendra la oportunidad de hacer preguntas.

Por favor contactar a Gabriel Londoño con cual quier pregunta – 617-270-1096

CITY OF CHELSEA, MA
Law Department

City Hall, 500 Broadway, Room 307 · Chelsea, MA 02150
Phone: 617.466-4150 · Fax: 617.466-4159

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Office Clerk
pamjohnson@chelseama.gov

April 23, 2019

Audai C. Cote, Esq.
Partner
Georges Côté, LLP
235 Marginal Street Suite # 3
Chelsea, Massachusetts, 02150

Re: Jolo Can LLC

Dear Attorney Cote:

This letter will attest to the fact that Jolo Can LLC held a Community Outreach meeting on May 17, 2018 in Chelsea City Hall 500 Broadway Chelsea. The meeting was noticed to all City Councilors, the City Manager and the general public. I am the lead person on Marijuana establishments for the City of Chelsea and I personally sent each city councilor via email a copy of the notice if they did not see it on the City Clerk's posting board or the Chelsea Record.

If you have further questions or require more information feel free to contact me at 617-466-4150.

Very truly yours,

Cheryl Watson Fisher
City Solicitor

Map/Lot	Owner	Owner 2	Mailing Address	Address 2	City	State	Zip	Book/Page	Location
32-3	PAUL REVERE TRANSPORTATION LLC		100 EASTERN AV.		CHELSEA	MA	02150	Cert# 11199	100 EASTERN AV
23-7	URBAN GROWTH PROPERTY LP	C/O INTERPARK INC	EPROPERTY TAX,INC DEPT.200	P.O.BOX 4900	SCOTTSDALE	AZ	85261-4900	DOC709693	111 EASTERN AV
22-91	MILL CREEK CONDOMINIUM		165 COTTAGE ST		CHELSEA	MA	02150	C101923	165 COTTAGE ST
22-91	COVELL TERRY & COVELL JEFFREY		165 COTTAGE ST 201		CHELSEA	MA	02150	237/ 437	165 COTTAGE ST #201
22-91	BOZIKOVIC IVANA & BOZIKOVIC DUJE		165 COTTAGE ST 202		CHELSEA	MA	02150	237/ 443	165 COTTAGE ST #202
22-91	KIRSCH JEFFREY A & MARIA (TE)		1049 BRIDGE ST		PELHAM	NH	03076	C589959	165 COTTAGE ST #203
22-91	FRUGOLI HEATHER		564 SUMMER ST		MARSHFIELD	MA	02050	C#U1000276	165 COTTAGE ST #204
22-91	DEPROSPO HELENA		165 COTTAGE ST - UNIT 205		CHELSEA	MA	02150	237/ 074	165 COTTAGE ST #205
22-91	O'BRIEN DANIEL T		165 COTTAGE ST #206		CHELSEA	MA	02150	237-448	165 COTTAGE ST #206
22-91	JOHN CUI INVESTMENTS LLC		215 S BROADWAY #176		SALEM	NH	03079	237/ 453	165 COTTAGE ST #207
22-91	DYNAN JAMES A &	JOHN T DYNAN JR J/T	10 CHESTNUT ST		NORTH READING	MA	01864-2821	237/ 082	165 COTTAGE ST #208
22-91	MARINO NICHOLAS &	MINNA KARAS-MARINO (TE)	165 COTTAGE ST #209		CHELSEA	MA	02150	237/ 109	165 COTTAGE ST #209
22-91	KERBLE LOLA & COLVARIO ROBERT TRUSTEES	KERBLE-COLVARIO FAMILY TRUST #10	PO BOX 505069		CHELSEA	MA	02150	237/ 347	165 COTTAGE ST #210
22-91	RUBIN AMANDA E		165 COTTAGE ST 213		CHELSEA	MA	02150	237/ 450	165 COTTAGE ST #213
22-91	SHEN WEIHUI & HAN MEI		50 PURITAN RD		SOMERVILLE	MA	02145	OC237/ 413	165 COTTAGE ST #214
22-91	BROWN TIFFANY E		165 COTTAGE ST 215		CHELSEA	MA	02150	237/ 466	165 COTTAGE ST #215
22-91	WOODS PAUL R		165 COTTAGE ST - UNIT 301		CHELSEA	MA	02150	DOC 674868	165 COTTAGE ST #301
22-91	POPOVIC MARKO & GOJAK TEA		165 COTTAGE ST 302		CHELSEA	MA	02150	237/ 492	165 COTTAGE ST #302
22-91	VANEGAS JOHNNY M &	ARANDA CARLA	174 FALCON ST, APT #1		BOSTON	MA	02128-2509	DOC708725	165 COTTAGE ST #303
22-91	BANK OF NEW YORK MELLON	C/O GREEN TREE SERVICING LLC	7360 S KYRENE RD		TEMPE	AZ	85283	C237/ 428	165 COTTAGE ST #304
22-91	HEARN MAYUMI		165 COTTAGE ST 305		CHELSEA	MA	02150	846290	165 COTTAGE ST #305
22-91	THOMAS BRIAN J		165 COTTAGE ST - UNIT 306		CHELSEA	MA	02150	DOC#701654	165 COTTAGE ST #306
22-91	LOISEAU MARVIN J		165 COTTAGE ST 307		CHELSEA	MA	02150	237/ 452	165 COTTAGE ST #307
22-91	LOMBARDOZZI IRENE		165 COTTAGE ST - UNIT 308		CHELSEA	MA	02150	237/ 375	165 COTTAGE ST #308
22-91	COTTAGE STREET ACQUISITION LLC	C/O FAMILY REALTY GROUP, INC	27 NORWOOD ST PMB 219		EVERETT	MA	02149	237/ 432	165 COTTAGE ST #309
22-91	CARRIGG STEPHANIE L		165 COTTAGE ST - UNIT 310		CHELSEA	MA	02150	C#U1000127	165 COTTAGE ST #310
22-91	DESOUZA ODINETE		165 COTTAGE ST - UNIT 311		CHELSEA	MA	02150	00237/ 228	165 COTTAGE ST #311
22-91	SOLARCZYK MICHAEL & HUNG LINGSEE		165 COTTAGE ST 312		CHELSEA	MA	02150	237/ 418	165 COTTAGE ST #312
22-91	VEGA-HENAO CARMEN		165 COTTAGE ST - UNIT 313		CHELSEA	MA	02150	C#U100139	165 COTTAGE ST #313
22-91	COLLINS GEORGE JR		165 COTTAGE ST - UNIT 314		CHELSEA	MA	02150	237/ 182	165 COTTAGE ST #314
22-91	CARLSON NEIL R & HOPPER MARY E		165 COTTAGE ST #315		CHELSEA	MA	02150	237/ 489	165 COTTAGE ST #315
22-91	VRANIC SMAIL		165 COTTAGE ST 401		CHELSEA	MA	02150	237/ 446	165 COTTAGE ST #401
22-91	VOZZELLA LORRAINE ET AL		165 COTTAGE ST 402		CHELSEA	MA	02150	237/ 455	165 COTTAGE ST #402
22-91	MERIN JONATHAN		18 GILKEY COURT		WATERTOWN	MA	02472	C#U1001366	165 COTTAGE ST #403
22-91	NADOW MICHELLE & MARK		41 BREAKWATER DRIVE		CHELSEA	MA	02150	237/ 430	165 COTTAGE ST #404
22-91	ZHAO YONGAN & SA NIYA		165 COTTAGE ST 405		CHELSEA	MA	02150	237/ 486	165 COTTAGE ST #405
22-91	MCCORMICK TONY &	CASTELLANOS GERMAN	165 COTTAGE ST - UNIT 406		CHELSEA	MA	02150	237/ 395	165 COTTAGE ST #406
22-91	FANTASIA JOHN J		165 COTTAGE ST - UNIT 407		CHELSEA	MA	02150	C:U1000704	165 COTTAGE ST #407

22-91	MANISCALO JANET FOR LIFE	MANISCALO-GIOVINCO CARLA & MANISCALO V	165 COTTAGE ST 408	CHELSEA	MA	02150	237/ 485	165 COTTAGE ST #408
22-91	HASSON MOSES & MATTHEW &	BENHABBAT JACOB & HANNA	165 COTTAGE ST 409	CHELSEA	MA	02150	0C237/ 478	165 COTTAGE ST #409
22-91	PAIS JOSEFINIA M GOMES &	PAIS RUI A SANTOS	53 MARKET ST	BROCKTON	MA	02301-6834	237/ 401	165 COTTAGE ST #410
22-91	CONNOLLY PETER J & MARIA A		165 COTTAGE ST #411	CHELSEA	MA	02150	237/ 055	165 COTTAGE ST #411
22-91	ZHANG QIAN		165 COTTAGE ST 412	CHELSEA	MA	02150	0C237/ 479	165 COTTAGE ST #412
22-91	COLVARIO ROBERT & KERBLE LOLA TRUSTEES	KERBLE-COLVARIO FAMILY TRUST #4	P.O. BOX 505069	CHELSEA	MA	02150	237/ 331	165 COTTAGE ST #413
22-91	TAMASI JOANNE		165 COTTAGE ST #414	CHELSEA	MA	02150	237/ 056	165 COTTAGE ST #414
22-91	CAPASSO STEVEN M		165 COTTAGE ST #415	CHELSEA	MA	02150	237/ 441	165 COTTAGE ST #415
22-91	PALLADINO GERALDINE		165 COTTAGE ST #501	CHELSEA	MA	02150		165 COTTAGE ST #501
22-91	VUKOVIC IZETA & NEBOJSA		165 COTTAGE ST - UNIT 502	CHELSEA	MA	02150	LC U1000977	165 COTTAGE ST #502
22-91	COTTAGE STREET ACQUISITION LLC	C/O MARK WARREN	27 NORWOOD ST PMB 219	EVERETT	MA	02149	237/ 407	165 COTTAGE ST #503
22-91	VUKOVIC VEDRAN		165 COTTAGE ST - UNIT 504	CHELSEA	MA	02150	237/ 333	165 COTTAGE ST #504
22-91	PAZ JANIO M		165 COTTAGE ST 505	CHELSEA	MA	02150	237/ 465	165 COTTAGE ST #505
22-91	WORES MICHAEL		165 COTTAGE ST 506	CHELSEA	MA	02150	237/ 456	165 COTTAGE ST #506
22-91	LOMBARDOZZI ADINA M		165 COTTAGE ST #507	CHELSEA	MA	02150	237/ 111	165 COTTAGE ST #507
22-91	LIM DANIEL		165 COTTAGE ST 508	CHELSEA	MA	02150	237/ 473	165 COTTAGE ST #508
22-91	WYNNE MEGHAN H		165 COTTAGE ST - UNIT 509	CHELSEA	MA	02150	237/ 352	165 COTTAGE ST #509
22-91	COTTAGE ST INVESTMENTS LLC		165 COTTAGE ST 510	CHELSEA	MA	02150	C237-422	165 COTTAGE ST #510
22-91	MAHAN JEFFREY & LYNN M		165 COTTAGE ST 511	CHELSEA	MA	02150	237/ 482	165 COTTAGE ST #511
22-91	GILMOUR DUNCAN P		416 OAK LANE	WAYNE	PA	19087	LC237	165 COTTAGE ST #512
22-91	SANTAMARIA ROBERT A & HANCOCK JOHN JTROS		165 COTTAGE ST 513	CHELSEA	MA	02150	C831436	165 COTTAGE ST #513
22-91	BEKHTEREVA MARIA N		165 COTTAGE ST 514	CHELSEA	MA	02150	237/ 451	165 COTTAGE ST #514
22-91	TAFAWA OMOLARA A &	LYTE TIMOTHY	53 BREAKWATER DR	CHELSEA	MA	02150	237/ 362	165 COTTAGE ST #515
22-91	ALMEIDA NUNO & JOAQUIM		165 COTTAGE ST - UNIT 601	CHELSEA	MA	02150	237/ 385	165 COTTAGE ST #601
22-91	KERBLE LOLA ET AL TRUSTEES	KERBLE-COLVARIO FAMILY TRUST #11	PO BOX 505069	CHELSEA	MA	02150	237/ 350	165 COTTAGE ST #602
22-91	THORNELL BRENDA		165 COTTAGE ST - UNIT 603	CHELSEA	MA	02150	DOC713213	165 COTTAGE ST #603
22-91	TOOMEY ROBERT L		165 COTTAGE ST - UNIT 604	CHELSEA	MA	02150	237/ 170	165 COTTAGE ST #604
22-91	Z.N.O.W HOLDINGS LLC	C/O BILL LANE	23 YALE ST	WINCHESTER	MA	01890	237/ 459	165 COTTAGE ST #605
22-91	RUELL JEFFREY		165 COTTAGE ST - UNIT 606	CHELSEA	MA	02150	237/ 200	165 COTTAGE ST #606
22-91	BARTON PAULA		170 BELLINGHAM ST	CHELSEA	MA	02150		165 COTTAGE ST #607
22-91	GARCIA JACKSON J & SEPULVEDA CECELIA		165 COTTAGE ST 608	CHELSEA	MA	02150	237/ 462	165 COTTAGE ST #608
22-91	VUKOVIC DARIO & ZORICA TE		165 COTTAGE ST 609	CHELSEA	MA	02150	C237-423	165 COTTAGE ST #609
22-91	BERNHARD MARY JANE & STEPHEN G		8022 BAR LE DOC DR	CORPUS CHRISTI	TX	78414	237/ 440	165 COTTAGE ST #610
22-91	MUKHTAR LUKMAN CUT		214 SUFFOLK AVE	REVERE	MA	02151	237/ 411	165 COTTAGE ST #611
22-91	COTTAGE STREET ACQUISITION LLC	C/O FAMILY REALTY GROUP, INC	27 NORWOOD ST #219	EVERETT	MA	02149	237/ 438	165 COTTAGE ST #612
22-91	BORUM CAROL A		165 COTTAGE ST UNIT#613	CHELSEA	MA	02150	0/ 0	165 COTTAGE ST #613
22-91	FRYE ROBERT E		165 COTTAGE ST 614	CHELSEA	MA	02150	237/ 472	165 COTTAGE ST #614

22-91	KORTHY PETER A		165 COTTAGE ST 615		CHELSEA	MA	02150	237/ 475	165 COTTAGE ST #615
22-91	ROBERTSON CLARISSA L & MARTIN J DELANO		165 COTTAGE ST 701		CHELSEA	MA	02150	237/ 491	165 COTTAGE ST #701
22-91	MAHER ROBERT M		24 WOODRIDGE LANE		ASHLAND	MA	01721-1119	237/ 384	165 COTTAGE ST #702
22-91	SHIELDS SANDRA J, Trustee	RIVER FRONT REALTY TRUST	59 MYSTIC AV.		MELROSE	MA	02176	237/ 126	165 COTTAGE ST #703
22-91	UNIT 504 CHELSEA LLC	C/O FAMILY REALTY GROUP INC	27 NORWOOD ST	PMB 219	EVERETT	MA	02149	237/ 342	165 COTTAGE ST #704
22-91	KAPLAN DAVID B		165 COTTAGE ST 705		CHELSEA	MA	02150	237-38	165 COTTAGE ST #705
22-91	ABDELKADER CHERIDAN		2500 MYSTIC VALLEY PKWY #501		MEDFORD	MA	02155	C828743	165 COTTAGE ST #706
22-91	CHIUVE ROBERT J		165 COTTAGE ST - UNIT 707		CHELSEA	MA	02150	237/ 198	165 COTTAGE ST #707
22-91	BOADA ADDIS		165 COTTAGE ST - UNIT 708		CHELSEA	MA	02150	237/ 209	165 COTTAGE ST #708
22-91	HARLESS LISA P		165 COTTAGE ST - UNIT 709		CHELSEA	MA	02150	237/ 171	165 COTTAGE ST #709
22-91	NEMESKAL DANIEL A		165 COTTAGE ST #710		CHELSEA	MA	02150	237/ 105	165 COTTAGE ST #710
22-91	KIM MARIE S ET AL TRUSTEES	SHOEMAKER FAMILY TRUST	165 COTTAGE ST - UNIT 711		CHELSEA	MA	02150	237/ 382	165 COTTAGE ST #711
22-91	MASSA DIANNE M		165 COTTAGE ST #712		CHELSEA	MA	02150		165 COTTAGE ST #712
22-91	KERBLE LOLA & COLVARIO ROBERT TRS	KERBLE - COLVARIO FAMILY TRUST #7	PO BOX 505069		CHELSEA	MA	02150	237/ 339	165 COTTAGE ST #713
22-91	SCAFIDI CAESAR		165 COTTAGE ST 714		CHELSEA	MA	02150	824168	165 COTTAGE ST #714
22-91	GILBREATH GLENN P		165 COTTAGE ST - UNIT 715		CHELSEA	MA	02150	237/ 387	165 COTTAGE ST #715
22-84	170 COTTAGE STREET LLC		140 TREMONT ST		EVERETT	MA	02149	668/ 110	170 COTTAGE ST
22-91	MILL STREET CONDOMINUIM TRUSTEES		175 COTTAGE ST		CHELSEA	MA	02150	DOC 503028	175 COTTAGE ST
22-91	MILL CREEK CONDOMINIUM PHASE II		175 COTTAGE ST		CHELSEA	MA	02150	DOC 705921	175 COTTAGE ST
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #201
22-91	DIETZ PAUL		50 AUSTIN ST		CHARLESTOWN	MA	02129	DOC706845	175 COTTAGE ST #202
22-91	COTTAGE STREET ACQUISITION LLC	C/O FAMILY REALTY GROUP, INC	27 NORWOOD ST	PMB 219	EVERETT	MA	02149	237/ 388	175 COTTAGE ST #203
22-91	ANOLI RONALD & ELAINE		175 COTTAGE ST #204		CHELSEA	MA	02150	DOC706726	175 COTTAGE ST #204
22-91	COTTAGE STREET ACQUISITION LLC	C/O MARK WARREN	27 NORWOOD ST, PMB 219		EVERETT	MA	02149	C237419	175 COTTAGE ST #205
22-91	FELTRIN SERGIO		175 COTTAGE ST 207		CHELSEA	MA	02150	237/ 390	175 COTTAGE ST #207
22-91	HIGGINS DONALD & LOUISE		175 COTTAGE ST #209		CHELSEA	MA	02150	237/ 344	175 COTTAGE ST #209
22-91	MURILLO ALICE		175 COTTAGE ST 210		CHELSEA	MA	02150	237/ 461	175 COTTAGE ST #210
22-91	MATTAROCCIA LITA		175 COTTAGE ST #211		CHELSEA	MA	02150	DOC707073	175 COTTAGE ST #211
22-91	ALVELO ABIMAEL		175 COTTAGE ST #212		CHELSEA	MA	02150	DOC706858	175 COTTAGE ST #212
22-91	WINTERS JUNE M		175 COTTAGE ST #213		CHELSEA	MA	02150	237/ 372	175 COTTAGE ST #213
22-91	MCGUIRE MAUREEN P		175 COTTAGE ST 214		CHELSEA	MA	02150	237/ 433	175 COTTAGE ST #214
22-91	SCHECHTER ALEXANDRA		175 COTTAGE ST 215		CHELSEA	MA	02150	237/ 467	175 COTTAGE ST #215
22-91	MCCAFFERTY WILLIAM T TRUSTEE	WILLIAM T MCCAFFERTY 2017 REV TRUST	175 COTTAGE ST 301		CHELSEA	MA	02150	237/ 471	175 COTTAGE ST #301
22-91	MASCONE ALBERT &	VALERIE	189 CRESCENT AVE		REVERE	MA	02151	237/ 410	175 COTTAGE ST #302
22-91	LAME ALKETA		175 COTTAGE ST 303		CHELSEA	MA	02150	237/ 457	175 COTTAGE ST #303
22-91	LAME VALBONA		175 COTTAGE ST 304		CHELSEA	MA	02150	237/ 458	175 COTTAGE ST #304
22-91	CAPPUCCIO DIANNE J		175 COTTAGE ST #305		CHELSEA	MA	02150	DOC710659	175 COTTAGE ST #305
22-91	SELSBY NOAH H		175 COTTAGE ST #307		CHELSEA	MA	02150	DOC707134	175 COTTAGE ST #307

22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #309
22-91	PESCE CHERISE E		175 COTTAGE ST 310		CHELSEA	MA	02150	237/ 398	175 COTTAGE ST #310
22-91	JEROME ANNETTE		6 EVERGREEN WAY #6		PEABODY	MA	01960	DOC707294	175 COTTAGE ST #311
22-91	PANTANO NICHOLAS		175 COTTAGE ST 312		CHELSEA	MA	02150	237/ 356	175 COTTAGE ST #312
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #313
22-91	OSULLIVAN KATHLEEN		175 COTTAGE ST #314		CHELSEA	MA	02150	DOC707305	175 COTTAGE ST #314
22-91	PASCALE VALARIE J		175 COTTAGE ST #315		CHELSEA	MA	02150	DOC709419	175 COTTAGE ST #315
22-91	SNOW THERESA C		175 COTTAGE ST #401		CHELSEA	MA	02150	CERT U100106	175 COTTAGE ST #401
22-91	MARSHALL MARY P		175 COTTAGE ST #402		CHELSEA	MA	02150	U1001651	175 COTTAGE ST #402
22-91	MONTOYA OYUKY		175 COTTAGE ST #403		CHELSEA	MA	02150	DOC708903	175 COTTAGE ST #403
22-91	SALERNO CHRISTOPHER M		175 COTTAGE ST 404		CHELSEA	MA	02150	237/ 444	175 COTTAGE ST #404
22-91	FISHER DAVOR		175 COTTAGE ST 405		CHELSEA	MA	02150	237/ 429	175 COTTAGE ST #405
22-91	MOISE KENNETH R		175 COTTAGE ST 407		CHELSEA	MA	02150	237/ 243	175 COTTAGE ST #407
22-91	OJO EMMANUEL ADEWUMI JR &	OJO OLUWAFUNKE ABIGAIL	175 COTTAGE ST 409		CHELSEA	MA	02150	237/ 470	175 COTTAGE ST #409
22-91	SHEN WEIHUI		50 PURITAN RD		SOMERVILLE	MA	02145	237/ 402	175 COTTAGE ST #410
22-91	LEE CHANG		175 COTTAGE ST #411		CHELSEA	MA	02150	C#U1001348	175 COTTAGE ST #411
22-91	POWALISZ JASON		30 SUSAN DR		READING	MA	01867	237/ 487	175 COTTAGE ST #412
22-91	UNIT 504 CHELSEA LLC	C/O FAMILY REALTY GROUP, INC	27 NORWOOD ST	PMB 219	EVERETT	MA	02149	237/ 368	175 COTTAGE ST #413
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #414
22-91	GREENE RENEE		175 COTTAGE ST 415		CHELSEA	MA	02150	237/ 469	175 COTTAGE ST #415
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #501
22-91	COTTAGE STREET ACQUISITIONS LLC	C/O FAMILY REALTY GROUP, INC	27 NORWOOD ST	PMB 219	EVERETT	MA	02149	237/ 376	175 COTTAGE ST #502
22-91	LOPES DAVID		175 COTTAGE ST #503		CHELSEA	MA	02150	DOC706738	175 COTTAGE ST #503
22-91	UNIT 504 CHELSEA LLC	C/O FAMILY REALTY GROUP INC	27 NORWOOD ST	PMB 219	EVERETT	MA	02149	237/ 341	175 COTTAGE ST #504
22-91	DENNARD BRENDAN		4130 NW 14TH AVENUE		CAMAS	WA	98607	DOC707080	175 COTTAGE ST #505
22-91	FEDERAL HOME LOAN MORTGAGE		8200 JONES BRANCH DRIVE		MCLEAN	VA	22102-3110	237/ 490	175 COTTAGE ST #507
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #509
22-91	SAPEHA PAVEL		175 COTTAGE ST 510		CHELSEA	MA	02150	237/ 405	175 COTTAGE ST #510
22-91	ZAVALA EVER		29 CARY AVE		CHELSEA	MA	02150	237/ 427	175 COTTAGE ST #511
22-91	SHEVCHUK OKSANA		175 COTTAGE ST #512		CHELSEA	MA	02150	237/ 488	175 COTTAGE ST #512
22-91	SAHBEDDINE ABDEL KADER		175 COTTAGE ST #513		CHELSEA	MA	02150	U1001078	175 COTTAGE ST #513
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #514
22-91	LAM VOH H TRUSTEE		600 N DEARBORN ST #1304		CHICAGO	IL	60654	237/ 370	175 COTTAGE ST #515
22-91	DUFF GREGORY S		175 COTTAGE ST UNIT #601		CHELSEA	MA	02150	C#U1001452	175 COTTAGE ST #601
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE		SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #602
22-91	TRIVEDI RUTU & KOHLI ANKUSH		175 COTTAGE ST 603		CHELSEA	MA	02150	237/ 477	175 COTTAGE ST #603
22-91	SOUZA JOABE S & ANGELA C		175 COTTAGE ST 604		CHELSEA	MA	02150	C237/ 483	175 COTTAGE ST #604
22-91	CHIBANE OMAR		175 COTTAGE ST #605		CHELSEA	MA	02150	237/ 378	175 COTTAGE ST #605
22-91	HOFFMAN NELSON & HOFFMAN KERRI		175 COTTAGE ST 607		CHELSEA	MA	02150	237/ 468	175 COTTAGE ST #607
22-91	GRADO CHRISTOPHER RYAN & KELLI NICOLE		175 COTTAGE ST 609		CHELSEA	MA	02150	237/ 495	175 COTTAGE ST #609

22-91	GOTTLIEB DAVID		175 COTTAGE ST #610	CHELSEA	MA	02150	DOC706818	175 COTTAGE ST #610
22-91	FRATTURA SANDRO ET AL TRUSTEES	FRATTURA FAMILY REALTY TRUST	175 COTTAGE ST 611	CHELSEA	MA	02150	237/ 460	175 COTTAGE ST #611
22-91	CURTIN BARBARA		175 COTTAGE ST #612	CHELSEA	MA	02150	DOC706730	175 COTTAGE ST #612
22-91	GULERIA SAMAR		175 COTTAGE ST 613	CHELSEA	MA	02150	237/ 494	175 COTTAGE ST #613
22-91	BARLOW DEBORAH & BRISTOW GEORGE		175 COTTAGE ST 614	CHELSEA	MA	02150	237/ 431	175 COTTAGE ST #614
22-91	SAHIN MURAT		11 SIMEON HOWARD WAY	WESTBOROUGH	MA	01581	UC1001171	175 COTTAGE ST #615
22-91	SERGEY CHUBENKO		175 COTTAGE ST 701	CHELSEA	MA	02150	237/ 421	175 COTTAGE ST #701
22-91	FDDG-MA LLC TRUSTEE	C/O DONATO FRATTAROLI	2 WATER WHEEL LANE	SAUGUS	MA	01906	237/ 454	175 COTTAGE ST #702
22-91	DEFREITAS JOSE C JR		75 CLARENDON ST APT #202	BOSTON	MA	02116	DOC706850	175 COTTAGE ST #703
22-91	JENDRYSIK MICHAEL E		175 COTTAGE ST #704	CHELSEA	MA	02150	U1000910	175 COTTAGE ST #704
22-91	BLACK BRUCE S		175 COTTAGE ST #705	CHELSEA	MA	02150	DOC707189	175 COTTAGE ST #705
22-91	WILLIAMS JOHN R II		519 HARRISON AVE #D-421	BOSTON	MA	02118	237/ 474	175 COTTAGE ST #707
22-91	PC LLC		240 JAMAICA WAY	JAMAICA PLAIN	MA	02130	237/ 493	175 COTTAGE ST #709
22-91	COTTAGE STREET ACQUISITIONS LLC	C/O FAMILY REALTY GROUP, INC	27 NORWOOD ST PMB #219	EVERETT	MA	02149	237/ 379	175 COTTAGE ST #710
22-91	KAMAI HANNA		175 COTTAGE ST 711	CHELSEA	MA	02150	237/ 476	175 COTTAGE ST #711
22-91	FORTI DOREEN		175 COTTAGE ST 712	CHELSEA	MA	02150	237/ 439	175 COTTAGE ST #712
22-91	THAM JESSICA T		9 HIGHLAND RD	WELLESLEY	MA	02481	237/ 403	175 COTTAGE ST #713
22-91	MCSHANE MELANIE		175 COTTAGE ST #714	CHELSEA	MA	02150	U1001074	175 COTTAGE ST #714
22-88	PAUL REVERE TRANSPORTATION LLC		100 EASTERN AV	CHELSEA	MA	02150	Cert#11197	183 BELLINGHAM ST
22-87	WILMO CHELSEA PROPERTIES LLC		PO BOX 3057	KENNEBUNKPORT	ME	04046	45757/ 106	185 BELLINGHAM ST
22-86	WILMO CHELSEA PROPERTIES LLC		PO BOX 3057	KENNEBUNKPORT	ME	04046	45757/ 106	187 BELLINGHAM ST
22-85	WILMO CHELSEA PROPERTIES LLC		PO BOX 3057	KENNEBUNKPORT	ME	04046	45757/ 106	189 BELLINGHAM ST
23-5	WILMO CHELSEA PROPERTIES LLC		PO BOX 3057	KENNEBUNKPORT	ME	04046	45757/ 106	191 BELLINGHAM ST
23-4	WILMO CHELSEA PROPERTIES LLC		PO BOX 3057	KENNEBUNKPORT	ME	04046	45757/ 106	193 BELLINGHAM ST
31-109	WECO GROUP LTD		25 GRIFFIN WY	CHELSEA	MA	02150	37483/ 029	25 GRIFFIN WY
23-1	EASTERN AVENUE HOLDINGS LLC		181 PORT ROAD SUITE 102	KENNEBUNKPORT	ME	04043	C125009	50 EASTERN AV
23-3	EIGHTY EASTERN AVENUE LLC		80 EASTERN AV	CHELSEA	MA	02150	DOC694390	80 EASTERN AV

HARBOR HOUSE COLLECTIVE
80 Eastern Avenue
Chelsea, MA 02150
www.harborhousecollective.com

October 31, 2020

Re: Municipal Cost Documentation

JOLO CAN LLC did make a request from the City of Chelsea Law Department for records of any cost to the city reasonably related to the operation of the establishment, by way of certified mail on October 26, 2020.

I do attest that as of October 31, 2020 no response has been received.

Copy of the notification and certified mail receipt are below.

Richard Su
Chief Compliance Officer
Authorized Representative

HARBOR HOUSE COLLECTIVE
80 Eastern Avenue
Chelsea, MA 02150
www.harborhousecollective.com

October 26, 2020

City of Chelsea Law Department
c/o Cheryl Watson Fisher, City Solicitor
500 Broadway
Chelsea, Massachusetts 02150

RE: JOLO CAN LLC – 80 Eastern Avenue, Chelsea, MA - M.G.L. c. 94G, § 3(d)

Dear Cheryl Watson Fisher,

Please be advised that in accordance with M.G.L. c. 94G, § 3(d), JOLO CAN LLC is requesting the records of any costs imposed or incurred by the City of Chelsea that are reasonably related to the operation of the Marijuana Retail, Cultivation, and Product Manufacturing Facility Located at 80 Eastern Avenue, Chelsea, Massachusetts 02150.

Furthermore, please be advised that **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.**

If no costs have been incurred as of date, kindly indicate the same. Please contact us, or our legal Counsel, if you have any questions or concerns.

Best Regards,

Richard Su
Chief Compliance Officer
Harbor House Collective
richard@harborhousecollective.com


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Chelsea MA 02150
OFFICIAL USE
Certified Mail Fee $3.55
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Return Receipt (electronic) $0.00
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Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.55
Total Postage and Fees $4.10
OCT 26 2020
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Sent To City of Chelsea Law Department
Street and Apt. No., or PO Box No. 500 Broadway
City, State, ZIP+4® Chelsea, MA 02150
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7020 1810 0001 0509 5436

JOLO CAN LLC

Positive Impact Plan Proposal

Version 1.3

Updated July 2, 2019

Foreword

Note Regarding D/B/A Registration: JOLO CAN LLC ("JOLO CAN") has filed three applications with the Cannabis Control Commission ("Commission") – MCN281502, MPN281369, and MRN281308 – related to a vertically-integrated, adult-use marijuana facility to be located at 80 Eastern Avenue in Chelsea, MA. On July 2, 2019, JOLO CAN received notices from the Commission requesting that it list "Harbor House Collective" as a D/B/A in its applications, or, alternatively, remove references thereto from its Diversity and Positive Impact Plans. As explained in the Business Plan submitted with each application, JOLO CAN is interested in registering and doing business as Harbor House Collective. JOLO CAN has not registered this D/B/A with the City of Chelsea because it has not yet received a Certificate of Occupancy for the 80 Eastern Avenue property. Accordingly, JOLO CAN is resubmitting its Diversity and Positive Impact Plans, which now reflect the name of the applicant (JOLO CAN) instead of its anticipated D/B/A (Harbor House Collective).

Background

The Cannabis Control Commission ("Commission") has identified Chelsea, MA as an area of disproportionate impact. Significantly, 65.6% of the population identifies as Hispanic, and 69.1% speak a non-English language. Located in Chelsea, JOLO CAN LLC will be focusing its positive impact and diversity goals around access, inclusivity, and opportunity to the local multicultural community. Chelsea is also near two other areas of disproportionate impact identified by the Commission. Chelsea abuts both Revere, MA and Boston, MA. Although JOLO CAN LLC intends to focus its efforts on improving the local community in Chelsea, it will also seek to educate, empower and engage residents of Boston and Chelsea and remove barriers to entry in the adult-use cannabis industry for residents of all three communities.

Positive Impact Goals

JOLO CAN LLC will aim to positively impact the community by providing employment opportunities, training, and education through real-life experience, to residents of Chelsea, Revere and Boston with the ultimate goal of providing opportunities for advancement in the adult-use cannabis industry. More specifically, JOLO CAN LLC will target for employment opportunities residents in the three proximate areas of disproportionate impact who have past marijuana-related drug convictions (to the extent permitted by law and Commission regulations) and/or parents or spouses with drug convictions. JOLO CAN LLC recognizes that these classes of individuals may have been stigmatized in past hiring experiences and recognize the importance of empowering and including these individuals in the blossoming adult-use cannabis industry.

Positive Impact Programs

JOLO CAN LLC will direct its efforts in two avenues: regular employment opportunities and its proposed Leadership and Education training program. In an effort to instill a sense of ownership by the local community in Chelsea, Revere or Boston, JOLO CAN LLC will exert efforts and resources to ensure a majority of the non-executive staff are residents of Chelsea, Revere and Boston, with priority given to qualified applicants who are residents of those communities and who have marijuana-related CORIs and/or parents or spouses with drug convictions.

JOLO CAN LLC intends to identify community organizations (which are currently expected to include the Chelsea Chamber of Commerce and Chelsea Cultural Council) in one or more of the communities to assist the company in identifying residents with past marijuana-related CORIs or parents or spouses with drug convictions who are interested in exploring employment opportunities in the adult-use cannabis industry. Furthermore, JOLO CAN LLC intends to regularly hold/participate in local job fairs bi-annually in order to ensure a pipeline of (either full or part-time) candidates from the three proximate areas of disproportionate impact.

In addition to its community outreach efforts, JOLO CAN LLC will be developing a Leadership and Education training program, where a number of employees, with specific priority given to residents of Chelsea, Revere and Boston[1] who have marijuana-related CORIs or parents/spouses with drug convictions, will undergo a training program detailing the cannabis industry from seed-to-sale and its various aspects.

This training program will be JOLO CAN LLC's most effective tool for removing barriers to entry to the adult-use cannabis industry for residents of the local communities of Chelsea, Revere and Boston. Two employees will be granted this opportunity annually. Through an exhaustive 4 week series of lectures and demonstrations, applicants are given the opportunity to learn about the adult-use industry from seed to sale and gain practical experience. Subject matter includes but is not limited to:

I. Introduction to Cannabis
II. Terminology and Origins
III. Safety and Compliance
IV. Genetic Variety
V. Cannabinoids, Terpenes, and Effects
VI. Introduction to Cultivation
    a. The JOLO CAN LLC Method
VII. Drying/Curing
VIII. Packaging and post-processing
IX. Introduction to Manufacturing
    a. Methods
X. Introduction to Retail

[1] Only certain neighborhoods of Boston are considered by the Commission to be Areas of Disproportionate Impact. JOLO CAN LLC will ensure that only residents of those identified neighborhoods are given priority in hiring decisions.

a. Inventory Management
b. Compliance
c. Sales

At the conclusion of the training, participants will be given guidance and mentoring in order to further their careers at JOLO CAN LLC and/or the industry at large. Exemplary completion of the program will be given prioritized consideration for advancement opportunities and leadership roles. With education and experience, training program members will gain a greater understanding of the industry and JOLO CAN LLC, and in turn further their success in their current roles and provide equitable growth.

This training program will help build a pipeline of well-qualified individuals from the three proximate areas of disproportionate impact and entrench JOLO CAN LLC as a community partner in practical cannabis education. The training program will be reevaluated annually based on our capacity and needs, with the short-term goal of providing education and training to local employees through a number of skills-based positions, and a long-term goal of providing opportunity for leadership positions and different functional roles within adult-use cannabis.

Positive Impact Measurement

In terms of measuring results, JOLO CAN LLC intends to closely track and analyze its goal of positively impacting Chelsea, Revere and Boston and empowering residents of those communities who have marijuana-related CORIs or parents/spouses with drug convictions.

First, in tandem with its community organization partners, JOLO CAN LLC will track the employment applications from residents of Chelsea, Revere and Boston, with the intention that applications steadily increase during JOLO CAN LLC's first 5 years of operation. JOLO CAN LLC will also record and document its participation at its bi-annual local job fairs and pledges to steadily increase its participation at local job fairs over the first 5 years of operation. This process will include recording and following-up with local residents who express interest in employment opportunities at JOLO CAN LLC during the various job fairs. JOLO CAN LLC will document how many of these local residents ultimately apply for either full-time positions or part-time positions. This documentation will enable JOLO CAN LLC to measure its reach into the local community.

The Leadership and Education training program will be evaluated annually based on the number of qualified applicants JOLO CAN LLC receives compared to the total number of qualified employees local to disproportionately impacted areas and/or related to CORI convictions. Our goal is 10% participation within the first year, and 25% in subsequent years. Additionally, the program will be evaluated based upon total candidates for promotion relative to their participation in the program to gain a sense of the success of the material. Finally, the program will annually reevaluate the number of spaces given.

JOLO CAN LLC's long-term goal is a minimum of 51% local (i.e., residents of Chelsea, Revere and Boston[2]) and/or disproportionately impacted (i.e., individuals with marijuana-related CORIs or parents/spouses with drug convictions) individual employment across the entire company by year 5 of operations. The Human Resources Administrator will oversee progress toward this long-term hiring goal by obtaining, at least annually, employee data through self-identifying surveys. This will permit the Human Resources Admin to measure JOLO CAN LLC's progress toward its hiring goals and assess its overall Plan to Positively Impact Areas of Disproportionate Impact. The Human Resources Admin will annually report progress to the executive team and ensure that JOLO CAN LLC meets its long-term hiring goal. Furthermore, the Human Resources Manager is responsible for ensuring that JOLO CAN LLC meets the following intermediate goals in years 1-4 of operation:

Commencement of Operations: minimum 25% local and/or disproportionately impacted individual employment.

End of Year 1: minimum 30% local and/or disproportionately impacted individual employment.

End of Year 2: minimum 35% local and/or disproportionately impacted individual employment.

End of Year 3: minimum 40% local and/or disproportionately impacted individual employment.

End of Year 4: minimum 45% local and/or disproportionately impacted individual employment.

These short-term metrics and oversight by the Human Resources Manager will ensure that JOLO CAN LLC is regularly evaluating progress toward its hiring goals and employing corrective actions if intermediary targets are not met.

Positive Impact Plan Acknowledgments

JOLO CAN LLC pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. JOLO CAN LLC likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by JOLO CAN LLC will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

[2] See footnote 1.

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

mass.gov/dor

Letter ID: L1558412416
Notice Date: August 8, 2018
Case ID: 0-000-590-112

CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS

JOLO CAN LLC
80 EASTERN AVE
CHELSEA MA 02150-3323

000081

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for JOLO CAN LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

August 6, 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

JOLO CAN LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 3, 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: **MIGUEL F. LONDONO, HERBERT JORDAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MIGUEL F. LONDONO, HERBERT JORDAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MIGUEL F. LONDONO, HERBERT JORDAN**

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

William Francis Galvin

Secretary of the Commonwealth

Processed By:NGM

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.: ----------

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

JOLO CAN LLC

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

80 Eastern Ave., Chelsea, MA 02150

(3) The general character of the business:

Development and retail sales of products, and any and all other lawful activities.

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

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

NAME	ADDRESS
Miguel F. Londono	80 Eastern Ave., Chelsea, MA 02150

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

NAME	ADDRESS
Miguel F. Londono	80 Eastern Ave., Chelsea, MA 02150
Herbert Jordan	80 Eastern Ave., Chelsea, MA 02150

(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
None	

(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
Miguel F. Londono	80 Eastern Ave., Chelsea, MA 02150
Herbert Jordan	80 Eastern Ave., Chelsea, MA 02150

(9) Additional matters:

Signed by *(by at least one authorized signatory)*: Miguel Fco. Londoño

Consent of resident agent:

I Miguel F. Londono

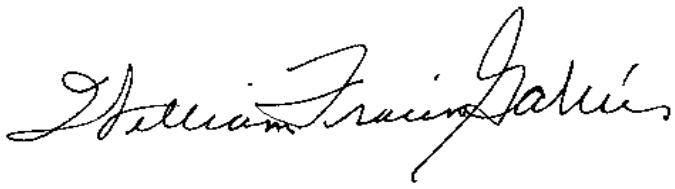
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

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

THE COMMONWEALTH OF MASSACHUSETTS

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

May 03, 2018 12:21 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT

OF

JOLO CAN LLC

A Massachusetts Limited Liability Company

Dated as of July 31, 2018

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LIMITED LIABILITY COMPANY AGREEMENT OF
JOLO CAN LLC

This Limited Liability Company Agreement of JOLO CAN LLC (the "Company") is entered into as of July 31, 2018 (the "Effective Date"), by and among the persons identified from time to time as "Members" on Schedule A attached hereto.

WHEREAS, the Company was formed by Miguel F. Londono and Herbert Jordan (the "Original Members") on May 3, 2018, with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the "Massachusetts Act"), by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of The Commonwealth of Massachusetts (as it may be amended at any time and from time to time, the "Certificate of Organization");

WHEREAS, the Original Members and the other Members made parties hereto wish to set forth the respective rights and obligations of the Members and to provide for the governance and management of the Company and its affairs and for the conduct of the business of the Company; and

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE 1.
DEFINED TERMS

Section 1.1 Definitions. In addition to the capitalized terms defined above and elsewhere in this Agreement, certain capitalized terms used herein shall have the meanings set forth in Schedule C hereto.

ARTICLE 2.
GENERAL PROVISIONS

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of the Commonwealth pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated with respect to the address of the registered office of the Company in Massachusetts, the name and address of its registered agent in Massachusetts or to make corrections as may be required by the Massachusetts Act as provided in the Massachusetts Act. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Massachusetts Act, except as otherwise provided herein.

Section 2.2 Company Name.

(a) The name of the Company is "JOLO CAN LLC." All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 12 or otherwise, except as otherwise provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Principal Place of Business; Agent for Service of Process.

(a) The principal office and place of business of the Company shall initially be 80 Eastern Ave., Chelsea Massachusetts 02150, or such other address as may be determined from time to time by Manager Approval.

(b) The registered office of the Company in The Commonwealth of Massachusetts shall be 80 Eastern Ave., Chelsea Massachusetts 02150, and the registered agent for service of process on the Company pursuant to the Massachusetts Act shall initially be Miguel F. Londono or, in either case, as may be designated by Manager Approval.

Section 2.4 Qualification in Other Jurisdictions.

The Managers shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company owns property or engages in activities and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including, without limitation, the appointment of agents for service of process in such jurisdictions, if such qualification or registration is necessary or desirable to permit the Company to own property and engage in the Company's business in such jurisdictions.

Section 2.5 Purposes and Powers of the Company.

The purposes of the Company are to engage in any lawful business, purpose or activity for which limited liability companies may be organized under the Massachusetts Act.

Section 2.6 Fiscal Year.

The fiscal year of the Company shall be the calendar year, or such other fiscal year as may be designated by Manager Approval and permitted by the Code.

ARTICLE 3.
TERMS AND CONDITIONS APPLICABLE TO MEMBERS

Section 3.1 Members.

The Members of the Company shall be the Persons identified on Schedule A hereto, as may be amended from time to time, each of whom shall be a "Member" within the meaning of the Massachusetts Act. The name, mailing address, and email address of each Member shall be as listed in Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A. Any Manager may update Schedule A from time to time as necessary to accurately reflect the information therein. Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as in effect from time to time. The Members shall have only such rights with respect to the Company as specifically provided in this Agreement and as required by the Massachusetts Act (other than waivable provisions of the Massachusetts Act that conflict with the rights expressly granted to such Members under this Agreement). No Person shall be admitted as a new Member of the Company unless and until the Board of Managers has approved the admission of such Person as a new Member and such Person has executed this Agreement or a counterpart hereto and such other documents or agreements as the Board of Managers may request reasonably in connection with such admission.

Section 3.2 Limited Liability Company Interests Generally.

Except as otherwise specifically provided herein, no Member shall (i) be entitled to receive any interest or other return on such Member's Capital Contributions, (ii) be entitled to withdraw all or any portion of any Capital Contribution or to receive any distribution from the Company, (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive property other than cash in return for its Capital Contributions, or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Units shall constitute personal property. The rights and interest of each Member in and to the future profits and income of the Company are limited to those set forth in this Agreement.

Section 3.3 Voting and Management Rights.

(a) No Member, in his, her, or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided for herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Massachusetts Act, to the extent that the Massachusetts Act would require a consent or approval

by the Members, the consent or approval of the Managers pursuant to the terms of this Agreement shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise specified herein, such action shall be deemed valid if and only if taken by Member Approval.

Section 3.4 Liability of Members.

(a) A Member who receives a distribution made in violation of the Massachusetts Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Massachusetts Act.

(b) Except as provided under the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Without limiting the foregoing, (i) no Member in its capacity as such shall have any liability to restore any negative balance in such Member's Capital Account and (ii) the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

Section 3.5 Powers of Members.

Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of the Company or have any right, power or authority to transact any business in the name of the Company or to act for, or on behalf of, or to bind the Company.

Section 3.6 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

Section 3.7 Member's Investment.

Each Member hereby represents and warrants to the Company and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that, except in connection with a Permitted Transfer in accordance with the applicable terms of this Agreement, it has no right to withdraw and/or have its Units repurchased by the Company, (c) it has acquired or is acquiring Units in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) it understands that the Units in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities

laws, or in accordance with an applicable exemption therefrom, and the provisions of this Agreement have been complied with, and (e) the execution, delivery and performance of this Agreement does not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

ARTICLE 4.
CAPITAL STRUCTURE

Section 4.1 Units.

The Members' share of the profits and losses of the Company and their right to receive distributions of the Company's assets, as well as certain other rights of the Members in the Company (which rights, collectively shall be the equivalent of each such Member's "limited liability company interest" in respect of the Company under the Massachusetts Act), shall be represented by "Units" (each, a "Unit" and, collectively, the "Units").

Section 4.2 Authorized Capital.

(a) The total number of Units that the Company shall have the authority to issue is 1,000,000, all of which are hereby designated as Common Units.

(b) Subject to the restrictions set forth herein, any unissued Units shall be available for issuance as may be authorized by the Board of Managers from time to time pursuant to, and in accordance with, the terms and conditions of an Investor Unit Subscription Agreement.

(c) The Board of Managers may authorize the Company to create and, for such consideration as the Board of Managers may deem appropriate, issue such Units or additional classes or series of Units, having such designations, preferences and relative, participating or other special rights, powers and duties, as the Board of Managers shall determine, including, without limitation: (i) the right of any such class or series of Units to share in distributions from the Company; (ii) the allocation to any such class or series of Units of items of Company income, gains, losses and deductions; (iii) the rights of any such class or series of Units upon dissolution or liquidation of the Company; and (iv) the right of any such class or series of Units to vote on matters relating to the Company and this Agreement. The Members understand and agree that rights afforded to any additional classes or series of Units (including, without limitation, rights to distributions from the Company) may result in a reduction and/or dilution in the rights of then outstanding Units. The Board of Managers may, subject to Article 8 and Section 15.3 of this Agreement, amend any provision of this Agreement, and authorize any Person to execute, swear to, acknowledge, deliver, file and record, if required, such documents, to the extent necessary or desirable to reflect the admission of any additional Member to the Company or the authorization and issuance of such class or series of Units, and the related rights and preferences thereof.

Section 4.3 Incentive Units

(a) If the Board of Managers intends that the grant of Common Units to a Person providing services to the Company qualify as a "profits interest" for tax purposes (each

such Common Unit, an "Incentive Unit"), the Company and each Member agree to treat such Incentive Units as a separate "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 or any future Internal Revenue Service guidance or other authority that supplements or supersedes the foregoing Revenue Procedure, and it is the intention of the Members that distributions to each Incentive Unit under this Agreement, including pursuant to Article 7 and Article 12, shall be limited to the extent necessary so that the Incentive Units of such Member qualify as a "profits interest" under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly.

(b) Upon the grant of Incentive Units to a Member in connection with the performance of services by such Member, the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as provided in the definition of Gross Asset Value, and the Company's Profit and Company's Loss arising from such adjustment shall be allocated to the existing Members in accordance with the Allocation Exhibit. The foregoing is intended to reflect the intent of the parties hereto that such grant (aside from the portion of the new interest acquired in exchange for any Capital Contribution made by such Member) shall be treated as the issuance of a profits interest for United States federal income tax purposes.

(c) In connection with the issuance of any Incentive Unit, the Board of Managers shall set a threshold dollar amount with respect to such Incentive Unit (each, "Threshold Amount"). The Threshold Amount with respect to each Incentive Unit will be determined by the Board of Managers and will be an amount equal to the value of each Common Unit that is not an Incentive Unit as of the grant of such Incentive Unit, determined based upon the amount of distributions that the holders of such a Common Unit would be entitled to receive in a hypothetical liquidation of the Company on the date of issuance of such Incentive Unit in which the Company sold its assets for their Fair Market Value, satisfied its liabilities (excluding any nonrecourse liabilities to the extent the balance of such liabilities exceeds the Fair Market Value of the assets that secure them) and distributed the net proceeds to the holders of Units in liquidation of the Company. The determination of the Board of Managers of the Threshold Amount shall be final, conclusive and binding on all Members.

(d) In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Member holding Incentive Units as the owner of such Incentive Units from the date they are granted, and shall file its Internal Revenue Service Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member his or her distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Units as if they were fully vested. Each Member agrees to take into account such distributive share in computing his or her United States federal income tax liability for the entire period during which he or she holds any Incentive Units. The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Incentive Units issued to a Member, either at the time of grant of the Incentive Units or at the time the Incentive Units become substantially vested. The undertakings contained in this paragraph shall be construed in accordance with Section 4 of Rev. Proc. 2001-43.

(e) The Board of Managers shall have the right to amend this Agreement without the approval of any Member upon publication of final regulations in the Federal Register (or other official pronouncement) to (i) direct and authorize the election of a "safe harbor" under

Proposed Treasury Regulation Section 1.83-3(l) (or any similar provision) under which the fair market value of a membership interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that interest, (ii) to provide for an agreement by the Company and all of its Members to comply with all the requirements set forth in such regulations and Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all interests transferred in connection with the performance of services while the election remains effective, and (iii) to provide for any other related amendments; provided, in any case that (x) such amendment shall not change the relative economic interest of the Members, reduce any Member's share of distributions, or increase any Member's liability hereunder and (y) the Company shall provide a copy of such amendment to the Members at least ten (10) days prior to the effective date of any such amendment.

(f) Without limitation of any other provision herein, no transfer of any Incentive Units in the Company by a Member, to the extent permitted by this Agreement, shall be effective unless prior to such transfer, the transferee, assignee or intended recipient of such Incentive Units shall have agreed in writing to be bound by the provisions of this Agreement relating to Incentive Units, in form satisfactory to the Board of Managers.

(g) The foregoing provisions relating to the grant of Incentive Units, together with any grant document pursuant to which Incentive Units are issued to a Member in such Person's capacity as an employee or service provider of the Company, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Incentive Units pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided that the foregoing shall not restrict or limit the Company's ability to issue any Incentive Units pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

(h) Incentive Units may be issued subject to vesting, forfeiture and repurchase pursuant to separate agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) in the sole discretion of the Board of Managers. Any Person holding a Unit subject to a vesting arrangement, including, without limitation, any Incentive Unit, shall make a timely Code Section 83(b) election in accordance with Treasury Regulation 1.83-2 with respect to each such Unit (to the extent applicable).

(i) Distributions pursuant to Article 7 shall be made with respect to all Incentive Units, whether vested or unvested. Any distributions pursuant to Section 7.3 (excluding, for the avoidance of doubt, Tax Distributions that are treated as advances on distributions pursuant to Section 7.3) with respect to unvested Incentive Units shall be held by the Company until such Incentive Units vest, at which time any such retained distributions shall be released to the holder of such then vested Incentive Units. Any retained distributions pursuant to the foregoing sentence that are forfeited as a result of the forfeiture without vesting of the applicable Incentive Units shall thereafter be distributed under Section 7.3.

ARTICLE 5.
MANAGEMENT OF THE COMPANY

Section 5.1 Managers.

(a) The business of the Company shall be managed by a Board of Managers (the "Board of Managers") who may exercise all the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Board of Managers may from time to time establish. Each member of the Board of Managers shall be a "Manager" for all purposes under the Massachusetts Act. Subject to the terms and conditions of this Agreement, at least a majority of the Board of Managers then in office must vote or consent in favor of an action in order to bind the Company with respect to such action. Subject to Section 5.2(b), each individual Manager shall have any right, power or authority to bind the Company, including to the extent such Manager has been designated as an officer of the Company, such Manager acting in his or her capacity as an officer shall have the authority to bind the Company for limited liability company actions under such officer's control. A Manager shall be held to the same standards of fiduciary duty with respect to the Company to which a director of a corporation organized under the laws of The Commonwealth of Massachusetts is held with respect to such corporation. Any determination of whether a Manager has breached his or her fiduciary duty to the Company shall be made by reference to whether, under Massachusetts law as it then exists, a director of a Massachusetts corporation would be held to have breached his or her fiduciary duty to such corporation under similar facts. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary (but subject to any particular written agreement between the Company and any Manager), it is expressly understood and agreed that a Manager shall not be required to devote his entire time or attention to the business of the Company.

(b) The Board of Managers shall consist of one or more Managers. As of the Effective Date, the authorized number of Managers shall be three. In the event of a vacancy in the Board of Managers, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board of Managers until the vacancy is filled, provided that in the event of a vacancy in one of the seats appointed pursuant to Section 5.1(c)(i) or Section 5.1(c)(ii), such seat may only be filled by a Manager designated by the parties entitled pursuant to such Section to designate a Manager to fill such seat.

(c) From and after the date of this Agreement, each Member shall vote, or cause to be voted, all Units and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of filling positions on the Board of Managers, or to execute a written consent in lieu of a meeting of the Members, for purpose of filling positions on the Board of Managers and to elect and continue in office as Managers the following:

(i) for so long as Miguel F. Londono holds not less than 100,000 Common Units, one individual designated by Miguel F. Londono, who shall be Miguel F. Londono unless otherwise agreed in writing by Miguel F. Londono and Herbert Jordan;

(ii) for so long as Herbert Jordan holds not less than 100,000 Common Units, one individual designated by Herbert Jordan, who shall be Herbert Jordan unless otherwise agreed in writing by Miguel F. Londono and Herbert Jordan; and

(iii) one individual appointed by holders of a majority of then-outstanding Units and mutually agreeable to Miguel F. Londono and Herbert Jordan.

(d) In the event that the Member or Members that has or have the right to designate a Manager pursuant to clause Section 5.1(c) requests that the Manager so designated by such Member or Members be removed (with or without cause), by written notice to the other holders of Units, then in such case, such Manager shall be removed and each Member hereby agrees to vote all Units, and all other voting securities of the Company over which such Member has voting control, to effect such removal upon such request. Any Manager may be removed by the affirmative vote or written consent of holders of a majority of the Common Units then outstanding, provided that no Manager specified in either Section 5.1(c)(i) or Section 5.1(c)(ii) may be removed without the consent of the Members who have the right pursuant to such Section to designate such Manager, so long as such Members hold such right. Each Member agrees not to vote any Units, or any voting securities over which such Member has voting control, to remove any Manager other than in accordance with this Section 5.1(d).

(e) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death, disability, resignation or removal. Any Manager may resign by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5.2 Powers and Duties of the Managers.

(a) Subject to the provisions of Section 5.2(b), the Board of Managers shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under Section 5.1 or as otherwise provided by law or this Agreement:

(i) to manage the business and affairs of the Company and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other Persons in any capacity with the Company for such compensation and on such terms as the Board of Managers deems necessary or desirable and to delegate to such Persons such of its duties and responsibilities as the Board of Managers shall determine, and to remove such Persons or revoke their delegated authority on such terms or under such conditions as the Board of Managers shall determine;

(ii) to merge or consolidate the Company or any Subsidiary with or into any other entity or otherwise effect the sale of the Company and its business;

(iii) to acquire or invest in other entities or businesses;

(iv) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;

(v) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company on a secured or unsecured basis and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness or guarantees and any mortgage, lien or security interest securing such indebtedness; and

(vi) to issue additional Units or other rights or other interests in the Company and to designate additional classes of interest in the Company as provided herein.

(b) Notwithstanding the foregoing, the Company shall not take the following actions without having first obtained the consent of the Board of Managers, which consent must include the consent of the Managers elected pursuant to Sections 5.2(c)(i) and (ii):

(i) pledge or grant a security interest in any assets of the Company or any Subsidiary, except in the ordinary course of business when all such pledges or grants in the ordinary course of business (excluding pledges or grants provided for in the Operating Plan) do not secure indebtedness of more than $50,000 in the aggregate;

(ii) issue any Units;

(iii) enter into any agreements, including but not limited to leases, that obligate the Company or any Subsidiary to make aggregate annual payments in excess of $50,000, unless provided for in the Board-approved operating plan of the Company;

(iv) establish or amend any employee incentive plan or similar equity compensation plan (except as set forth in this Agreement) or grant any equity compensation;

(v) acquire any asset or assets with a value in excess of $50,000 in a single transaction or a series of related transactions, unless provided for in the Board-approved operating plan of the Company;

(vi) make any loan or advance to any person, including, any employee or manager, except advances and similar expenditures in the ordinary course of business or under the terms of an employee equity compensation plan approved by the Board of Managers;

(vii) incur any aggregate indebtedness in excess of $50,000 that is not already included in the operating plan of the Company approved by the Board of Managers, other than trade credit incurred in the ordinary course of business;

(viii) change the principal business of the Company, enter new lines of business, or exit the current line of business; or

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company or to the Company of assets greater than $50,000.

Section 5.3 Reliance by Third Parties.

Any Person dealing with the Company, the Managers or any Member may rely upon a certificate signed by all of the Managers as to: (i) the identity of any Managers or Members; (ii) any factual matters relevant to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company, the Managers or any Member.

Section 5.4 Board Voting Rights; Meetings; Quorum.

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Board of Managers or committee thereof. At any meeting of the Board of Managers, the presence of a majority of the total number of Managers then in office shall constitute a quorum.

(b) Regularly scheduled meetings of the Board of Managers may be held at such time, date and place as a majority of the Managers may from time to time determine. Special meetings of the Board of Managers may be called, orally, in writing or by means of electronic communication, by any Manager, designating the time, date and place thereof.

(c) Notice of the time, date and place of all meetings of the Board of Managers shall be given to each Manager by the appropriate officer of the Company or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his business or home address or email address, as applicable, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting by such Manager, except where a Manager attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purposes of the meeting.

Section 5.5 Actions of the Board of Managers.

(a) Except as provided in this Agreement, or required by law, any vote or approval of a majority of the Managers present at any meeting of the Board of Managers at which a quorum is present shall be the act of the Board of Managers.

(b) Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature or email message) by all of the Managers then in office and filed with the records of the meetings of the Board of Managers. Such consent shall be treated as a vote of the Board of Managers for all purposes.

Section 5.6 Reimbursement of Managers.

The Company shall promptly reimburse in full each Manager who is not an employee of the Company or any Subsidiary for all such Manager's reasonable out-of-pocket expenses incurred in

connection with attending any meeting of the Board of Managers or a committee thereof or any Board of Managers or committee thereof of any Subsidiary.

Section 5.7 Transactions with Interested Persons.

Unless entered into in bad faith, no contract or transaction between the Company or any Subsidiary and one of its or their Managers, officers or Members or Affiliates of the foregoing, or between the Company or any Subsidiary and any other Person or Affiliates of such Person in which one or more of its or any Subsidiary's Managers, officers or Members have a financial interest or are directors, managers, partners, members, stockholders, officers or employees, shall be voidable solely for this reason or solely because said Member, Manager or officer was present or participated in the authorization of such contract or transaction if (i) the material facts as to the relationship or interest of said Person and as to the contract or transaction were disclosed or known to the Board of Managers and the contract or transaction was authorized by a majority of the votes held by disinterested members of the Board of Managers (if any) or (ii) the contract or transaction was entered into on terms and conditions that were fair and reasonable to the Company as of the time it was authorized, approved or ratified. Subject to compliance with the provisions of this Section 5.7, no Member, Manager or officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any other Member, Manager or other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

Section 5.8 Limitation of Liability of Managers.

No Manager shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, by reason of being or acting as Manager of the Company. A Manager shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements by any of the Company's Members, Managers, employees, consultants, advisors or agents, or by any other Person as to matters such Manager reasonably believes are within such other Person's professional or expert competence and who has been selected in good faith and with reasonable care by such Manager, including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company. No Manager shall be personally liable to the Company or its Members for any action undertaken or omitted in good faith reliance upon the provisions of this Agreement unless the acts or omissions of the Manager were not in good faith or involved gross negligence or intentional misconduct. Any Person alleging any act or omission as not taken or omitted in good faith shall have the burden of proving by a preponderance of the evidence the absence of good faith.

Section 5.9 Other Agents.

From time to time, the Board of Managers acting by Manager Approval may appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such agents (including those designated as officers) may be removed by Manager Approval.

ARTICLE 6.
CAPITAL CONTRIBUTIONS

Section 6.1 Amount and Payment.

(a) As of the Effective Date, the Members holding Common Units have made Capital Contributions in the aggregate amount of $[__10,000_____], in exchange for such Common Units, as set forth on Schedule A attached hereto.

(b) With Manager Approval, the Company may accept additional Capital Contributions in connection with the issuance of additional Units, at a price per Unit to be determined pursuant to Manager Approval at the time of the sale and issuance of Units, up to the total number of authorized Units, to existing Members and in connection with the admission of other Persons as additional Members, in each case pursuant to Article 8.

(c) Any Capital Contributions that the Members have made in exchange for their Units and the number of Units held by each Member shall be set forth on Schedule A, which Schedule shall be updated by the Board of Managers from time to time to reflect changes in the information set forth therein made in accordance with the terms of this Agreement and as may be agreed by the Board of Managers pursuant to Manager Approval from time to time. Schedule A shall be held confidentially by the Board of Managers, and may not be disclosed to any Member other than a Major Member and its Affiliates, without the prior consent of the Board of Managers.

Section 6.2 Interest.

The Members shall not be entitled to receive any interest on any Capital Contribution to the Company.

Section 6.3 Withdrawal.

Except as otherwise specifically provided herein, a Member shall not be entitled to withdraw any Capital Contribution or portion thereof or to receive any Guaranteed Payment or distribution from the Company.

ARTICLE 7.
CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

Section 7.1 Capital Accounts.

For each Member, the Company shall establish and maintain a separate Capital Account as more fully described in Schedule B.

Section 7.2 Allocations.

Allocations of Profit and Loss, and allocations for tax purposes of items of income, gain, loss, deduction and expense and tax credits, shall be made to and among the Members in accordance with Schedule B attached hereto (the "Allocation Exhibit"). Certain other tax matters,

including provisions concerning limited liability company interests that change throughout the Fiscal Year and the allocation of tax items, are also governed by the Allocation Exhibit.

Section 7.3 Distributions.

(a) Except as otherwise provided herein, the Company shall not be required to make distributions or payments of cash or other Company assets to the Members.

(b) Distributions to Members, if any, other than under Article 12 shall be at times and in such aggregate amounts as may be determined by Manager Approval. Subject to any limitations applicable to Profits Interests, including applicable Threshold Amounts, such distributions shall be made to the respective Members on a pro rata basis in proportion to the number of Units held by each Member.

(c) Notwithstanding the foregoing, the Company shall make, with respect to each Fiscal Year of the Company, distributions of Distributable Cash, if any, to the Members in an amount equal to the respective Projected Tax Liability of each Member for such tax year, to enable the Members to pay income taxes on Profit allocated to them with respect to such tax year (any such distribution, a "Tax Distribution"). The amount of the Tax Distributions to which a Member otherwise would be entitled with respect to a Fiscal Year shall be reduced dollar-for-dollar by the amount of any other cash distributions received by such Member (or such Member's predecessor in interest) for such Fiscal Year (other than any distributions received that are Tax Distributions with respect to a prior Fiscal Year). All Tax Distributions made to a Member shall be treated as advances of distributions to be made to that Member (or that Member's successor in interest) pursuant to Section 7.3 (including pursuant to Section 12.2) of this Agreement, as applicable, and shall reduce such future distributions dollar for dollar. The aggregate amount of Tax Distributions with respect to any Fiscal Year may be reduced, on a pro rata basis, or not made, if and to the extent the Board of Managers determines that the Company has insufficient Distributable Cash to make such Tax Distributions in full.

Section 7.4 Guaranteed Payments

Payments may be paid to Members for services performed for the benefit of the Company by such Members at the time of any regular payment of wages to employees of the Company, in accordance with the Company's payroll methodology, or at such other times as may be determined by Manager Approval in the sole discretion of the Managers, it being understood that the payments made pursuant to this Section 7.4 shall be treated as "guaranteed payments" within the meaning of Section 707(c) of the Code (the "Guaranteed Payments").

Section 7.5 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any allocation, distribution or other payment made to any Member any amount required to be withheld under the Code or any other applicable federal, state, local or foreign law. All amounts so withheld with regard to any distribution or payment shall be treated as amounts distributed or paid to such Member. If no distribution or payment is being made to a Member in an amount sufficient to pay the Company's withholding obligation with respect to such Member, any amount that the Company is obligated to pay shall be deemed an interest-free advance from the Company

to such Member, payable by such Member by withholding by the Company from any subsequent distributions or payments to such Member or within ten days after receiving written request for payment from the Company. Each Member agrees to timely complete and deliver to the Managers any form, document or provide such other information reasonably requested by the Company for tax purposes.

ARTICLE 8.
ISSUANCE OF ADDITIONAL UNITS; ADMISSION OF ADDITIONAL MEMBERS

Section 8.1 Additional Issuances; Additional Members.

(a) A Member may purchase or be granted additional Units in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company by Manager Approval.

(b) The Capital Contribution (if any) and other terms with respect to such additional Units or such additional Member shall be determined by Manager Approval.

ARTICLE 9. TRANSFER OF UNITS; LEGAL REPRESENTATIVES

Section 9.1 Assignability of Interests; Substitute Members.

A Member may not sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Units, whether voluntarily or by operation of law, and an assignee shall not be admitted as a Substitute Member, without prior Manager Approval. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Profit and Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 9.2. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon (a) the Assignee's written assumption, in form and substance satisfactory to all of the Members, of all of the obligations, restrictions and liabilities of the assigning Member under this Agreement and (b) the Assignee's execution of an instrument reasonably satisfactory to all of the Members whereby such Assignee becomes a party to this Agreement as a Substitute Member.

Section 9.2 Additional Requirements.

As additional conditions to the validity of any assignment of a Unit and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

(i) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction; and

(ii) shall not cause the Company to be terminated for federal income tax purposes or to be treated as a publicly traded partnership under the Code, unless agreed to in writing by Manager Approval.

The Managers may require reasonable evidence as to satisfaction of such conditions, including, without limitation, a favorable opinion, in form and substance satisfactory to the Managers, of legal counsel reasonably satisfactory to the Managers. Any purported assignment or admission as to which the conditions set forth in clauses (i) and (ii) are not satisfied shall be void *ab initio*.

ARTICLE 10. WITHDRAWAL AND RESIGNATION OF MEMBERS; PURCHASE RIGHTS AMONG MAJOR MEMBERS

Section 10.1 Withdrawal and Resignation.

No Member may withdraw or resign from the Company except (i) pursuant to a purchase of its and all of its Affiliates' Units in accordance with the terms of this Article 10 or (ii) with the written consent of the Major Members. Any Member who attempts to resign or withdraw from the Company in violation of the foregoing provision shall cease to be a Member of the Company and shall forfeit any right to distributions or payments from the Company, including, without limitation, any right to any payment pursuant to Section 32 of the Massachusetts Act.

Section 10.2 Definition of Trigger Event.

A Major Member shall have caused a "Trigger Event" for purposes of this Agreement in the event that such Major Member is in material breach of this Agreement if any such breach continues for more than fifteen days following receipt by the breaching Major Member from the other Major Member of notice of breach and demand for cure; provided, however, that if the cure is commenced in good faith within the fifteen-day period but cannot reasonably be completed within that period, an extension thereof of reasonable duration, not to exceed thirty days, shall be provided to permit cure.

Section 10.3 Purchase Right in the Event of a Trigger Event.

If a Major Member (the "Non-Breaching Major Member") believes that the other Major Member (the "Breaching Major Member") has caused a Trigger Event, the Non-Breaching Major Member may provide a notice to the Breaching Major Member with respect to such Trigger Event (the "Trigger Notice"). The Trigger Notice shall specify the claimed nature of the Trigger Event and shall state whether the Non-Breaching Major Member will elect to purchase all of the Units of the Breaching Major Member in accordance with the buy-out procedure set forth in Section 10.5 below. If the Trigger Notice does not contain an election to purchase all of the Units of the Breaching Major Member, the Breaching Major Member shall have thirty days after the date of its receipt of the Trigger Notice to send a written response to the Non-Breaching Major Member electing to purchase all of the Units of the Non-Breaching Major Member in accordance with the buy-out procedure set forth in Section 10.5 below. If neither Major Member makes an election to purchase all of the Units of the other Major Member pursuant to this Section 10.3, the Company shall dissolve in accordance with the terms of this Agreement.

Section 10.4 Purchase Right in the Event of a Material Disagreement.

In the event there is a material disagreement between the Managers appointed by the Major Members relating to any matter requiring consent of both such Managers, and such material disagreement is not resolved by the dispute resolution process set forth in Section 10.6, each Major

Member shall have the right to elect to purchase all of the Units of the other Major Member in accordance with the buy-out procedure set forth in Section 10.5 below. If each of the Major Members elects to purchase all of the Units of the other Major Member, the Major Members shall agree on random, unbiased means (which may include a coin toss) of determining who shall be the Electing Member for purposes of Section 10.5.

Section 10.5 Purchase Price and Process.

(a) The purchase price for Units of a Major Member purchased pursuant to Section 10.3 or Section 10.4 (the "Buyout Purchase Price") shall be equal to the amount that would be distributed to the selling Major Member if the assets and business of the Company were sold at fair market value and the Company were dissolved immediately prior to sale. Fair market value of the Company's assets and business shall be determined by mutual agreement of the Members (including pursuant to the engagement of such independent third-party valuation firm as the Major Members may mutually agree upon), with such agreement to take place within thirty days after the date (the "Election Date") on which a Major Member (the "Non-Electing Major Member") has received an election to acquire all of its Units from the other Major Member (the "Electing Major Member") under Section 10.3 or Section 10.4. If the Major Members are able to agree with respect to fair market value within thirty days after the Election Date, the purchase and sale of the applicable Units shall take place on the date that is sixty days after the Election Date, or the next Business Day if such date is not a Business Day.

(b) In the event that the Major Members cannot agree on the fair market value of the Company's assets and business within thirty days after the Election Date, the Electing Major Member shall have the right to serve notice to the Non-Electing Major Member (the "Value Notice") setting forth the Electing Major Member's determination as to the fair market value of the Company's assets and business and each Major Member's respective share thereof, providing a Buyout Purchase Price for each Major Member's Units. If the Non-Electing Major Member does not receive the Value Notice within thirty days after the Election Date, the Company shall dissolve in accordance with the terms of this Agreement.

(c) If the Non-Electing Major Member receives the Value Notice within thirty days after the Election Date, the Non-Electing Major Member shall have the right either (i) to sell all of its Units at the Buyout Purchase Price for such Units contained in the Value Notice or (ii) to purchase all of the Electing Major Member's Units for the applicable Buyout Purchase Price for such Units contained in the Value Notice. To exercise this purchase right, the Non-Electing Major Member must send a written notice to the Electing Major Member within fifteen days after the Non-Electing Major Member's receipt of the Value Notice. If the Non-Electing Major Member exercises its purchase right within the required time period, the purchase and sale of the applicable Units shall take place on the date that is forty-five days after the Non-Electing Major Member's receipt of the Value Notice, or the next Business Day if such date is not a Business Day. If the Non-Electing Major Member does not exercise its purchase right within the required time period, the Electing Major Member shall purchase all of the Units of the Non-Electing Major Member on the date that is thirty days after the Non-Electing Major Member's receipt of the Value Notice, or the next Business Day if such date is not a Business Day.

(d) Any purchase of Units pursuant to this Article 10 shall be evidenced by such assignments, instruments of conveyance, bills of sale or other transfer documents as either of the Major Members may reasonably request. The aggregate Buyout Purchase Price shall be paid on the date specified for such purchase in this Article 10 by delivery of a promissory note in the amount of such aggregate Buyout Purchase Price. The promissory note shall be secured by a security interest in all Units held by the purchasing Major Member, with such security interest to be granted pursuant to documents reasonably satisfactory to the selling Major Member. The principal amount of such promissory note shall bear interest, payable annually, at the lowest rate per annum then required by the Code in order to avoid the imputation of interest, and shall be payable in not more than three equal annual installments. Each note shall provide as follows: that the maker shall have the right to prepay the principal or any portion thereof at any time or times without premium or penalty; that upon default for thirty days in any payment of principal or interest, or in the event of bankruptcy or insolvency of the maker, or if the maker shall make any assignment for the benefit of creditors, the entire balance of principal and interest then remaining unpaid on the note shall become due and payable forthwith at the option of the holder of the note; and that presentment, protest and notice of protest shall be waived.

(e) Notwithstanding any other provision of this Article 10, any purchaser of Units under this Article 10 shall, as a condition to such purchase, (i) assume all of the liabilities, obligations and/or guarantees of the selling Major Member which relate to the business of the Company, (ii) indemnify the selling Major Member for the liabilities, obligations and guarantees so assumed and (iii) obtain the release of all guarantees, letters of credit and documents granting security interests in the Units which the selling Major Member shall have provided in connection with the Company or its business. Such assumption, indemnification and release shall be evidenced by instruments and other documents reasonably satisfactory, in form and substance, to the selling Major Member.

(f) Upon the effectiveness of a purchase pursuant to this Article 10, (i) the selling Major Member shall be deemed to have withdrawn and resigned from the Company and shall cease to be a Member of the Company, (ii) the selling Major Member's Capital Account shall be re-allocated to the purchasing Major Member, (iii) any Managers appointed solely by the selling Major Member shall be deemed to have resigned as Managers as of such date and (iv) the purchasing Major Member shall be deemed substituted for the selling Major Member for the purposes of the appointment of Managers pursuant to Section 5.1(c)(i) or Section 5.1(c)(ii), as applicable.

(g) If the purchase of Units under this Article 10 is not completed by reason of the failure of either Major Member to comply with the terms of this Article 10, then (i) the complying Major Member shall be entitled to specific performance of the purchase and (ii) if the selling Major Member is the non-complying Major Member, upon compliance by the purchasing Major Member with the terms of this Article 10, including the payment of the aggregate Buyout Purchase Price in accordance with Section 10.5, the purchasing Major Member shall be entitled to treat itself for all purposes as, and thereafter shall be, the owner of the Units which were to be purchased under this Article 10.

Section 10.6 Dispute Resolution between Major Members.

The Major Members will attempt in good faith to resolve any controversy or claim between them and arising out of or relating to this Agreement promptly by negotiations between such Major Members. Should the dispute not be resolved through the aforementioned process, the Major Members agree first to try in good faith to settle the dispute (other than disputes with respect to the fair market value of the Company's assets and business under Article 10) by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the matter has not been resolved within thirty days of submission to non-binding mediation, either Major Member may initiate buy/sell procedures to the extent permitted by Section 10.4 above.

ARTICLE 11. DURATION OF THE COMPANY

Section 11.1 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

(a) Written Manager Approval and written approval of Members holding a majority of then-outstanding Common Units with respect to such dissolution and winding up.

(b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.

(c) The entry of a decree of judicial dissolution under Section 44 of the Massachusetts Act.

ARTICLE 12.
LIQUIDATION OF THE COMPANY

Section 12.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Managers or, if none, by the Members, or, if none, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers, Members or such other Person, as applicable, being referred to in this Article as the "Liquidating Agent"). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which

compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company property to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 12.2 Final Allocations and Distributions.

In settling accounts upon dissolution, winding up and liquidation of the Company, the assets of the Company shall be applied and distributed as expeditiously as possible in the following order:

(a) To pay (or make reasonable provision for the payment of) all creditors of the Company, including, to the extent permitted by law, Members or other Affiliates that are creditors, in satisfaction of liabilities of the Company in the order of priority provided by law, including expenses relating to the dissolution and winding up of the Company, discharging liabilities of the Company, distributing the assets of the Company and terminating the Company as a limited liability company in accordance with this Agreement and the Act); and

(b) To the Members in accordance with Section 7.3(b) (taking into account, for the avoidance of doubt, any distributions previously made under Section 7.3(c) that were treated as advances on distributions under Section 7.3(b)).

ARTICLE 13.
POWER OF ATTORNEY

Section 13.1 General.

(a) Each Member irrevocably constitutes and appoints each Manager and the Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file any of the following: (i) the Certificate of Organization and all other certificates and other instruments deemed advisable by Manager Approval to carry out the provisions of this Agreement and applicable law or to permit the Company to become or to continue as a limited liability company; (ii) this Agreement and all instruments that the Managers acting by Manager Approval deem appropriate to reflect a change or amendment to or modification of this Agreement made in accordance with this Agreement; (iii) all conveyances and other instruments or papers deemed advisable by Manager Approval or the Liquidating Agent to effect the dissolution and termination of the Company; (iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company; (v) all other certificates, instruments or papers that may be required or permitted by law to be filed on behalf of the Company and any amendment or modification of any certificate or other instrument referred to in this Section 13.1(a); and (vi) any agreement, document, certificate or other instrument that any Member is required to execute and deliver hereunder or pursuant to applicable law that such Member has failed to execute and deliver within ten days after written request from the Managers pursuant to Manager Approval.

(b) The foregoing power of attorney is (i) coupled with an interest, (ii) irrevocable and durable, (iii) shall not be terminated or otherwise affected by any act or deed of any Member (or by any other Person) or by operation of law, whether by the legal incapacity of a Member or by the occurrence of any other event or events, and (iv) shall survive the transfer by a Member of the whole or any part of such Member's Units, except that, where the transferee of the whole of such Member's Units is to be admitted as a Member, the power of attorney of the transferor shall survive such transfer for the sole purpose of enabling the applicable attorney-in-fact to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such admission.

(c) Each Member agrees to execute, upon five days' prior written notice from the Managers acting by Manager Approval or any Liquidating Agent, as applicable, a confirmatory or special power of attorney containing the substantive provisions of this Article 13, which shall be in form satisfactory to the Persons or Person providing such notice.

ARTICLE 14.
DUTIES, EXCULPATION AND INDEMNIFICATION

Section 14.1 Duties of Manager, Tax Matters Person and Liquidating Agent.

Each Manager, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 14.1 and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Manager, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent, as permitted by applicable law.

Section 14.2 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by applicable law, none of the Managers, Tax Matters Person, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager, Tax Matters Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section 14.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 14.3 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 14.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 14.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by applicable law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 14.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 14.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a

Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 14.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 14.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 14.3.

ARTICLE 15.
MISCELLANEOUS PROVISIONS

Section 15.1 Books and Accounts; Confidentiality.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Units and not the Units of any other Member. The Members hereby acknowledge that the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 15.1(a), except as otherwise specifically required by the Massachusetts Act.

(b) Within a period of time after the end of each Fiscal Year of the Company as determined by Manager Approval, the Company shall provide to each Member a Form K-1 for such Member with respect to such Fiscal Year.

(c) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company, as may be determined from time to time by Manager Approval.

(d) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, agrees not to provide to any other Person (including any employee of the Company) copies of any financial statements, tax returns, or other records provided or made available to such Member, and agrees not to disclose to any other Person (including any employee of the Company) any information contained therein without the written approval of the Managers; provided, that any Member may make disclosures and may provide financial statements, tax returns, and other records: (i) to such Member's accountants and legal counsel as long as such Member instructs such accountants and legal counsel to maintain the confidentiality thereof and not to disclose to any other Person (including any employee of the Company) any information contained therein, (ii) if, and to the extent, required by law, including judicial or administrative order (provided, that, to the extent feasible, the Company is given prior notice to enable it to seek a protective order or similar relief), and (iii) in order to enforce rights under this Agreement. Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of federal law or regulation to

any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of federal law or regulation. No Person subject to the restrictions set forth in this Section 15.1(d) shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

Section 15.2 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice. Notices shall be deemed to have been given (i) when personally delivered, (ii) if mailed, on the earlier of (A) three days after the date on which deposited in the mails, and (B) the date on which received, or (iii) if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 15.2 shall not prohibit the giving of written notice in any other manner, including facsimile transmission and email; any written notice given in any other manner shall be deemed given only when actually received.

Section 15.3 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 15.3. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, pursuant to (i) the approval of each Major Member and (ii) Manager Approval, *provided that* (A) this Agreement may be amended by Manager Approval, to the extent required to conform to actions properly taken by the Company, the Managers, or any of the Members in accordance with this Agreement, including, without limitation, amendments to Schedule A to reflect changes made pursuant to the terms of this Agreement, (B) for so long as Miguel F. Londono holds any Units, any amendment to Section 5.1(c)(i) shall require the approval of Miguel F. Londono, (C) for so long as Herbert Jordan holds any Units, any amendment to Section 5.1(c)(ii) shall require the approval of Herbert Jordan, and (D) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 15.3 shall, without a Member's consent, create personal liability for such Member or require additional capital from such Member.

Section 15.4 Applicable Law; Jurisdiction.

(a) This Agreement is governed by and shall be construed in accordance with the law of The Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In

the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Massachusetts Act, the applicable provision of this Agreement shall control, to the extent permitted by law.

(b) The parties to this Agreement hereby consent to the jurisdiction of the courts of The Commonwealth of Massachusetts and agree to litigate any and all claims exclusively in the courts of The Commonwealth of Massachusetts in connection with any matter or dispute arising under this Agreement or between or among them regarding the affairs of the Company.

Section 15.5 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 15.6 Severability.

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 15.7 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement as of the date first written above.

THE COMPANY:

JOLO CAN LLC

By: _____
Name: Miguel F. Londono
Its: Manager

And

By: _____
Name: Herbert Jordan
Its: Manager

MEMBERS HOLDING COMMON UNITS:

_____
Miguel F. Londono

_____
Herbert Jordan

Schedule A to Limited Liability Company Agreement of JOLO CAN LLC

Members

Name and Address	**Common Units Held**	**Capital Contribution Made in Respect of Common Units**
Miguel F. Londono Address:	250,000	$[_5,000____]
Herbert Jordan Address:	250,000	$[_5,000____]
Totals:	500,000	$[___10,000__]

Date of last revision of this Schedule A: July 31, 2018

Schedule B to Limited Liability Company Agreement of JOLO CAN LLC

Allocation Exhibit

1. Definitions. Each capitalized term used but not otherwise defined in this Allocation Exhibit shall have the meaning set forth in this Section 1 or, if not so defined, in the Agreement.

"Adjusted Capital Account Balance" shall mean with respect to any Member, such Member's Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant fiscal year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

"Adjusted Taxable Profit" and "Adjusted Taxable Loss" mean, as to any transaction or fiscal period, the taxable income or loss of the Company for United States federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset, and (iii) in lieu

of the cost recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Internal Revenue Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

"Company Minimum Gain" has the meaning set forth for "partnership minimum gain" in Treasury Regulation Section 1.704-2(d) and (g).

"Depreciation" means, for each fiscal year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Internal Revenue Code with respect to an asset for such fiscal year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further that if the United States federal income tax depreciation, amortization or other cost recovery deduction for 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 Manager Approval.

"Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by Manager Approval, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for a membership interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of a membership interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Managers, acting by Manager Approval, determine that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by Manager Approval;

(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by Manager Approval; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Managers, acting by Manager Approval, as required or permitted for purposes of maintaining Capital Accounts under relevant Treasury Regulations.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" set forth in Treasury Regulation Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

"Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

"Treasury Regulations" means the United States income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. Capital Accounts. A capital account shall be maintained for each Member (a "Capital Account") that shall be:

(a) increased by (i) any Capital Contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain allocated to the Capital Account of such Member pursuant to this *Schedule B* based on such Member's ownership of membership interests;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or expense allocated to the Capital Account of such Member pursuant to this *Schedule B* based on such Member's ownership of membership interests; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Managers, acting by Manager Approval, may reasonably determine appropriate, in all events in accordance with applicable provisions of the Internal Revenue Code and Treasury Regulations, including without limitation Treasury Regulation Section 1.704-1(b)(2)(iv).

3. General Allocations.

(a) General Application. The rules set forth below in this Section 3 of this *Schedule B* shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or expense of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each fiscal year or other period, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each fiscal year or other period, any required special allocations in Section 4 of this Schedule B shall be made immediately prior to the general allocations of Section 3(b) of this Schedule B.

(b) General Allocations. The items of income, expense, gain and loss comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a fiscal year or other period, shall be allocated among the Members during such fiscal year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by Manager Approval, taking into account any adjustments thereto for such fiscal year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability), to the Gross Asset Value, as determined by Manager Approval, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 12.2, minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this Schedule B.

(c) The Managers, acting by Manager Approval, may modify the allocations otherwise provided for in this Section 3 of this Schedule B or offset prior allocations provided for in Section 4 of this Schedule B, including by specially allocating items of gross income, gain, deduction, loss or expense among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company.

4. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a fiscal year or other period in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Schedule B, each Member shall

receive such special allocations of items of Company income and gain as are required in order to conform to Treasury Regulation Section 1.704-2.

(b) Qualified Income Offset. Subject to Section 4(a) of this Schedule B, but notwithstanding any provision of this *Schedule B* to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the "qualified income offset" requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) Deductions Attributable to Member Nonrecourse Debt. Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners' interests in the partnership within the meaning of Treasury Regulations Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) Loss Limitation. Adjusted Taxable Losses allocated to a Member pursuant to this Schedule B shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any fiscal year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 4(a) through Section 4(e) of this Schedule B (the "Regulatory Allocations") are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any taxable year of the Company there is a change in any Member's membership interest in the Company, allocations of income or loss for such taxable year shall take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Internal Revenue Code. Any Member that is transferred a membership interest from another Member but not the corresponding portion of such other Member's Capital Account shall not be entitled to any allocation or distribution arising from Company operations prior to the date of such transfer, unless otherwise determined by Manager Approval or required by the Internal Revenue Code.

5. **Tax Allocations.**

(a) Section 704(b) Allocations. Subject to Section 5(b) and Section 5(c) of this Schedule B, each item of income, gain, loss, or deduction for United States federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this Schedule B (a "Book Item") shall be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this Schedule B.

(b) Section 704(c) Allocations. In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Sections 704(b) and 704(c) of the Internal Revenue Code. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by Manager Approval. The allocation to a Member of items of taxable income, gain, loss, and deduction of the Company also shall be adjusted to reflect any election under Section 754 of the Internal Revenue Code.

(c) Capital Accounts. The tax allocations made pursuant to this Section 5 of this Schedule B shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

6. Tax Matters Partner; Partnership Representative.

(a) For tax years prior to January 1, 2018, the "tax matters partner" (within the meaning of Section 6231(a)(7) of the Internal Revenue Code, as in effect prior to the effective dated provided in Section 1101(g)(1) of the Bipartisan Budget Act of 2015 (P.L. 114-74)) of the Company (the "Tax Matters Person") shall be designated by the Managers.

(b) For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be designated the "partnership representative" with the sole authority to act on behalf of the Company with respect to tax matters, with all of the rights, duties and powers provided for the Tax Matters Person by the Internal Revenue Code, including subchapter C of chapter 63 of the Internal Revenue Code, but subject to the restrictions and limitations contained in this Agreement. Each Member hereby consents to such designation and agrees that, upon the request of the Managers, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. In the event that the Company is responsible for the payment of any "imputed underpayment" in respect of an administrative adjustment pursuant to Section 6225(a) of the Internal Revenue Code, or any similar provision of any state or local tax laws, the Managers shall determine by Manager Approval, in their discretion, the treatment, including the relative obligations of the Members and former Members with respect to any amounts paid by the Company to any taxing authority with respect to such "imputed underpayment" such that the amount of such "imputed underpayment" is borne by the Members and former Members who would have borne the tax liability in the "reviewed year", as defined in Section 6225(d)(1) of the Internal Revenue Code. Each Member and former Member hereby agrees to satisfy in full such obligations as so determined by the Managers.

(c) The Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to preparing and filing any tax return of the Company and any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority, whether to elect into the provisions of the Bipartisan Budget Act of 2015 prior to their effective date and whether to make an election under Section 6226 of the Internal Revenue Code or any similar provision of any state or local tax laws with respect to any audit or other examination of the Company.

(d) Each Member and former Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) preparing or filing any tax returns of the Company, (ii) any tax election of the Company (and the Company's and Member's or former Member's compliance with any such election) or (iii) any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority. No Member shall, without the consent of the Tax Matters Person, (A) file a request for administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(e) Without limiting the foregoing, the Tax Matters Person shall represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any U.S. federal, state, local or foreign tax authorities, including any resulting administrative and judicial proceedings relating to the determination of items of income, deduction, allocation and credit of the Company and the Members, and to expend funds of the Company for professional services and costs associated therewith.

(f) For tax years prior to January 1, 2018, the Tax Matters Person shall be a Member who is permitted to act as a "tax matters partner" pursuant to the Internal Revenue Code. For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be a Person who is permitted to act as a "partnership representative" pursuant to the Internal Revenue Code. The Tax Matters Person may resign at any time by giving written notice to the Company and the Members and complying with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such resignation. The Tax Matters Person may be removed at any time by Manager Approval if such complies with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such removal. Upon the resignation or removal of the Tax Matters Person, a new Tax Matters Person shall be selected by the Managers. The initial Tax Matters Person shall be Miguel F. Londono.

7. Tax Elections and Other Tax Decisions. Subject to the provisions of this Schedule B, the Managers, acting by Manager Approval, shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by Schedule B.

8. Tax Consequences**.** The Members are aware of the income tax consequences of the allocations made by this Schedule B and hereby agree to be bound by the provisions of this Schedule B and this Agreement in reporting their shares of the Company's income and loss for income tax purposes.

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Schedule C to Limited Liability Company Agreement of JOLO CAN LLC

Defined Terms

Affiliate: means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

Allocation Exhibit: the meaning set forth in Section 7.2.

Board of Managers or Board: means the Board of Managers described in Section 5.1(a) of this Agreement.

Breaching Major Member: the meaning set forth in Section 10.3.

Buyout Purchase Price: the meaning set forth in Section 10.5(a).

Capital Account: the meaning set forth in Section 2 of the Allocation Exhibit.

Capital Contributions: means, with respect to any Member, the aggregate amount of cash or other property contributed to the capital of the Company by such Member.

Certificate of Organization: the meaning set forth in the recitals of this Agreement.

Code: means the Internal Revenue Code of 1986, as amended from time to time, and any applicable regulations promulgated thereunder by the United States Treasury Department.

Company: the meaning set forth in the first paragraph of this Agreement.

Covered Person: the meaning set forth in Section 14.2(a).

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Depreciation: the meaning set forth in Section 1 of the Allocation Exhibit.

Distributable Cash: means the excess of all cash on hand at the beginning of such period plus all cash receipts of the Company in such period from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, Capital Contributions of the Members, proceeds from any capital transaction, and all other sources minus the sum of the following amounts for the relevant period:

(a) Ongoing Expenses;

(b) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the Company; and

(c) amounts set aside as reserves for working capital, contingent liabilities, replacements or any of the expenditures that are deemed by the Board of Managers to be necessary to meet the current and anticipated future needs of the Company.

Effective Date: the meaning set forth in the first paragraph of this Agreement.

Electing Major Member: the meaning set forth in Section 10.5(a).

Election Date: the meaning set forth in Section 10.5(a).

Gross Asset Value: the meaning set forth in Section 1 of the Allocation Exhibit.

Guaranteed Payments: the meaning set forth in Section 7.4.

Incentive Unit: the meaning set forth in Section 4.3(a).

Initial Managers: means Miguel F. Londono and Herbert Jordan.

Liquidating Agent: the meaning set forth in Section 12.1(a).

Loss: the meaning set forth in Section 1 of Schedule B.

Major Member: means each of (i) Miguel F. Londono or (ii) Herbert Jordan, in each case for so long as such Member holds any Units of the Company.

Manager: means the Initial Managers and each other Person who may be designated or elected from time to time by the Members in accordance with Section 5.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: means approval by a majority of the Managers then in office.

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Member: means any Person named as a member of the Company on Schedule A hereto and any Person admitted as an additional Member or as a Substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company. For all purposes other than as expressly set forth herein, the Members shall be treated as a single class.

Non-Breaching Major Member: the meaning set forth in Section 10.3.

Non-Electing Major Member: the meaning set forth in Section 10.5(a).

Ongoing Expenses: means all direct expenses incurred by or on behalf of the Company in connection with administering the Company and carrying on its business, including all legal and accounting fees.

Original Members: the meaning set forth in the recitals of this Agreement.

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Profit: the meaning set forth in Section 1 of Schedule B.

Projected Tax Liability: means, with respect to any Member and any tax year of the Company, the amount of taxable income and gain allocated to such Member for federal income tax purposes in the Company's tax return filed or to be filed with respect to such tax year, multiplied by the highest combined marginal rate applicable to income of an individual for federal and Massachusetts income tax purposes, taking into account (i) any nondeductibility for state tax purposes of any item that is deductible for federal tax purposes, and (ii) any deductibility for federal tax purposes of state income taxes.

Regulatory Allocations: the meaning set forth in Section 4(f) of the Allocation Exhibit.

Securities Act: means the United States Securities Act of 1933, as amended.

Substitute Member: means an Assignee of all or any portion of the Units of a Member, which Assignee is admitted as a Member of the Company pursuant to Section 9.1.

Tax Distribution: the meaning set forth in Section 7.3(a).

Tax Matters Person: the meaning set forth in Section 6 of the Allocation Exhibit.

Threshold Amount: the meaning set forth in Section 4.3(c).

Treasury Regulations: means the Treasury regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

Trigger Event: the meaning set forth in Section 10.2.

Trigger Notice: the meaning set forth in Section 10.3.

Unit: the meaning set forth in Section 4.1.

Value Notice: the meaning set forth in Section 10.5(b).

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IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement as of the date first written above.

THE COMPANY:

JOLO CAN LLC

By: _____
Name: Miguel F. Londono
Its: Manager

And

By: _____
Name: Herbert Jordan
Its: Manager

MEMBERS HOLDING COMMON UNITS:

_____
Miguel F. Londono

_____
Herbert Jordan

JOLO CAN LLC

Business Plan and Projections

Version 1.0

JOLO CAN LLC

(Note: The terms cannabis and marijuana will be used interchangeably in this document)

Mission Statement

JOLO CAN LLC's ("the Company") mission is to provide the highest quality cannabis and cannabis products in an environment that is safe, inviting, entertaining, educational, and promotes social awareness.

Purpose

The Company's purpose is to sell recreational cannabis, products containing cannabis, products culturally related to cannabis, and to position itself to affect positive social change in the City of Chelsea, furthermore the Commonwealth of Massachusetts.

Company Description

The Company is proposing to install a vertically-integrated adult-use marijuana facility at 80 Eastern Avenue in Chelsea, MA 02150.

Proposed hours of operation are 9:00am to 9:00pm, seven days a week.

JOLO CAN LLC intends to file DBA as Harbor House Collective ("Harbor House") when Certificate of Occupancy is issued by the City of Chelsea.

Vertical integration is accomplished by installing a cultivation center, a product manufacturing facility, and a retail storefront under the same roof. We expect synergies in compliance, employment, transporting, transferring, wholesaling, and cohesive branding.

At no point, is any person under the age of 21 allowed access to the premises.

Proposed Retail Dispensary

The proposed 1,200 SF retail storefront at 80 Eastern Avenue will serve as Harbor House's dispensing channel and face of the brand to customers aged 21 years or older. Our storefront is targeted at not only carrying high quality marijuana, but also presenting a diverse product offering mix of accessories and complimentary products in a chic and comprehensive brand strategy. While the majority of the retail space will carry cannabis products and cater to customers needs, we will dedicate space to accessories, educational materials, and other non-cannabis products to present a cohesive opportunity to satisfy most customers' needs.

Products to be offered include, but are not limited to:

- Dry Flower
    - THC/CBD dominant, Sativa, Indica, Hybrid
- Marijuana Infused Products (MIPs)
    - Edibles, tinctures, salves, subdermals

- Concentrates and extracts
    - Wax, Shatter, Oil, Distillate, Diamonds/Isolate
- Smoking Paraphernalia
    - Imported glassware
    - Domestic artisan glassware
    - Papers, Blunt Wraps, Grinders
- Vaporizer Paraphernalia
    - Vaporizer Batteries
    - Vaporizer Cartridges
- Brand merchandise as permitted by 935 CMR 500
    - Clothing
    - Dry Goods
- Literature and other educational materials
    - Translations from English
    - Industry Magazines
    - Safety and Compliance Pamphlets
- Artwork and other local crafts

Proposed Cultivation Facility

Harbor House's proposed Tier 3 cultivation facility will encompass most of the footprint of the facility located at 80 Eastern Avenue. As defined by the license, the cultivation operation shall encompass at least 10,001 SF and no more than 20,000 SF of canopy. There is limited room for expansion, if needed in the future.

It is the intention of the Company that the cultivation operation shall completely fulfill the demand of the retail dispensary, and if able, to provide Harbor House with an additional revenue channel via the wholesale market, provided yield surpass conservative estimates.

The cultivation facility shall also house all packaging and labeling operations for dry flower.

Proposed Product Manufacturing Facility

Harbor House additionally plans to install a 1,500 SF extraction laboratory within the facility located at 80 Eastern Avenue, Chelsea, MA 02150.

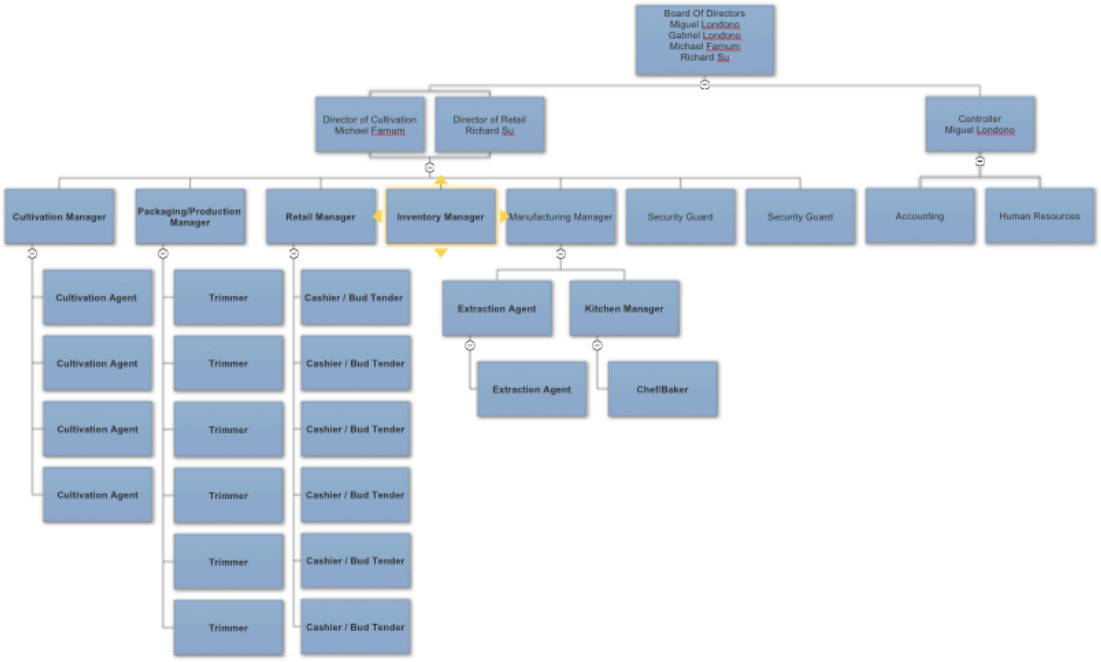
Within the product manufacturing facility, cannabis flower shall be transferred from the cultivation facility in order to produce the following examples of concentrates, extracts, and other MIPs. Additionally, the production facility shall house all packaging and labeling operations for concentrates, extracts, and MIPs:

- Distillate
- Wax
- Shatter
- Diamonds/Isolate
- Tinctures
- Edibles

- Beverages
- Vaporizer Cartridges
- Caviar marijuana

Organization and Management

Harbor House Collective is proposing the below organization chart, detailing chain of command, headcount, and management structure. Based on an initial opening headcount of approximately 30 employees:



Harbor House anticipates initially employing 30 heads in order to efficiently fulfill the starting up and establishment of the facilities. Counts are subject to change for best practices and logical chain of command. For full job titles, responsibilities, and qualifications, please see the Employee Handbook and/or Personnel SOPs.

Market Analysis, Opportunity, and Risks

Market Analysis

Excerpt from Grandview Research, April 2018:

"The global legal marijuana market size was valued at USD 9.3 billion in 2016 and is expected to exhibit a CAGR of 34.6% during the forecast period. The market is expected to witness significant growth owing to legalization in several countries and high demand for both medical and recreational purposes.

Over the past few years, the number of companies operating in this market has increased exponentially. Producers are focused on expanding their customer pool by offering myriad

portfolio of products and through geographical expansion. Products currently being offered include varieties of strains and extracts such as oils, tinctures, resins, and consumables based on concentration of cannabinoids like THC and CBD.

As countries begin to liberalize laws related to this drug, the market is expected to witness a surge in demand. Currently, majority of the cannabis is sold through illicit channels. To curb this illegal trade, governments have started legalizing marijuana in order to monitor the products that enter the supply chain and reap benefits through taxes levied on these products.

In North America, it has been reported that currently about 70-75% of cannabis trade is illegal, which has reduced to nearly 30.0% in states where marijuana has been legalized. This in turn has prompted several countries to initiate legalization programs.

Keen investors are awaiting legalization of recreational marijuana. As recreational cannabis is legalized, the number of patients consuming it is excepted to reduce by 40.0%, owing to patients seeking easier means of access than going through medical supply channels.

On the basis of type, the market is segmented into medical and recreational. The medical segment is estimated to dominate the global market and accounted for around 80.3% of the revenue in 2016. Several countries have legalized hemp products as treatment options for conditions such as multiple sclerosis, cancer-induced nausea, and chronic pain. Moreover, several countries have recognized health benefits of this product and are in process of legalizing it. With increase in volume of scientific studies and clinical trials, demand for cannabis for clinical use is expected to grow over the forecast period.

Countries such as U.S. (on state level) and Uruguay have legalized marijuana for recreational purposes. These countries are expected to provide growth opportunities to producers, as consumption of this drug and its derivatives is expected to increase with rise in number of consumers. Recreational use of this drug is considered as a substitute for cigarettes and alcoholic beverages such as beer. Producers in Canada and several U.S. states with legalized recreational use are focusing their marketing strategies on targeting beer and cigarette consumers. Manufacturers have also started promoting derivatives such as tinctures, oils, and resins, along with products like vaporizers, among millennials who are considered primary consumers.

The market for recreational cannabis is anticipated to witness faster growth as compared to that for medical usage owing to large customer pool. Moreover, it has been reported that patients in U.S., where recreational use is legal, opt for recreational version of this drug over medical variants. This is mainly because of the stringent regulatory and approval process for receiving prescription of medical marijuana. Moreover, high cost and complex distribution channels wherein dispensaries include cost of packaging and labeling could deter buyers from purchasing the medical form of the product.

Medical buyers therefore avoid additional cost by opting for recreational products. Furthermore, patients who do not qualify for medical usage are benefitted through recreational programs due to easy accessibility and low price of the products. All these factors are expected to boost the legal marijuana market over the forecast period. The recreational segment is expected to register a CAGR of 43.2% between 2017 and 2025.

Bud form is anticipated to be a dominant segment throughout the forecast period. Wide acceptability of buds and their lower price as compared to derivatives or extracts are expected

to boost demand for these products. Buds are widely used for smoking and are in high demand in recreational markets. This segment was valued at USD 5.8 billion in 2016 and is anticipated to witness significant growth owing to increase in number of market participants focusing on catering to the ever-increasing demand. Countries such as U.S., Canada, Columbia, and Israel have witnessed entry of new players that focus on increasing production output and expanding their geographical reach.

The oil segment is expected to register the fastest CAGR of 40.4% over the forecast period. Hemp oil is in high demand for its clinical use. Doctors who prescribe cannabis are concerned about the quantity of cannabinoid intake. Complications associated with smoking is another key factor that restricts physicians from prescribing it for smoking. Owing to this, several physicians prefer hemp extracts in the form of oil or edibles, which is expected to boost demand during the forecast period.

Extracts are gaining popularity in countries where the market is regulated and well-established. Consumers in these countries prefer variety of options for consumption, owing to which, buds are expected to witness a decline in growth rate as compared to extracts. However, growing demand for extracts may still not have a significant impact on the revenue share of buds, and therefore this segment is anticipated to dominate the market throughout the forecast period.

North America accounted for the largest share in the global market and was valued at USD 7.2 billion in 2016. U.S. and Canada are anticipated to be largest in terms of revenue. After legalization of recreational cannabis in most U.S. states, the market has witnessed considerable growth. California and Colorado are some of the most lucrative states in the country. However, marijuana remains illegal at federal level in U.S., which in turn, may affect overall revenue growth in the country."

Opportunities

In November of 2016, Massachusetts voters passed Question 4, legalizing recreational marijuana for individuals 21 years of age or older via 935 CMR 500. The law went into effect December 15, 2016, and the state's recreational use market went into effect July 1, 2018.

Geographically, Harbor House stands to serve a large demographic of cannabis users. Due to the ability of local municipalities to enact bans and moratoriums based off Question 4 voting results, Harbor House expects its territory to encompass Everett, Revere, Winthrop, Chelsea, and parts of East Boston. Total residents of the geographic market over 21 years of age reach 140,000 plus.

Taking into account general poll results regarding regular marijuana usage, Harbor House expects its geographic target market or regular marijuana users to encompass over 14,000 customers. The Company's goal should be to attract and serve upwards to 100% of this market, in the absence of other recreational marijuana facilities.

Additionally, the close proximity of the facility at 80 Eastern Avenue to the following transit makes the proposed location ripe for opportunity from non-geographic target demographics:

- Route 1/1A
- I-93

- Eastern Avenue
- Logan Airport

Harbor House has identified a segmented and diversified market. The non-cannabis product section of the dispensary will target all socio-economic classes of the cannabis market. The retail side of the dispensary will target the same market as the other side, but will also target the markets of consumers with intent for quick sale service. By having two separate sides of the dispensary, which carry products ranging in price, the Company is able to target customers from all classes as well as non-cannabis users interested in retail products. This gives us the opportunity to educate and inform those who may not be educated about cannabis and still have quality products for them to purchase.

Risks and Threats

Although Harbor House aims to become one of the first vertically-integrated marijuana businesses in Suffolk County, we recognize the emergence of a number of risks that may or may not be able to be mitigated.

The ongoing existence of a black market for marijuana is a risk and a problem that legalized recreational marijuana seeks to mitigate in its existence. Harbor House seeks to utilize the legalized status of marijuana to its advantage, and stamp out black market activity through the accessibility of properly cultivated, lab tested, and properly packaged/labeled marijuana. The benefits of knowing what exactly is being consumed is priceless. Additionally, through economies of scale and efficient management, Harbor House aims to compete with black market pricing to provide an obvious value proposition.

As additional licensure is granted within the City of Chelsea and Suffolk County, we expect the increase in supply to adversely affect demand at Harbor House. The City of Chelsea alone aims to approve marijuana licensure commiserate to the number of liquor licenses in the municipality. Additionally, large marijuana establishments throughout Boston and metro areas threaten to provide centralized convenience.

Through careful observation of local competitors, Harbor House aims to remain competitive against additional marijuana facilities by methods including, but not limited to:

- Marijuana strain choice
- High quality plant phenotypes
- Diverse product mix
- Superior customer service
- Unique brand experience

Additionally, threats to the marijuana industry cannot be explained without mentioning the precarious nature of its status within federal law. As cannabis remains a Schedule 1 substance, federal law conflicts with the status of recreational marijuana within the Commonwealth of Massachusetts. Due to the prevailing sentiment of legalized marijuana in the United States, no actions have been taken against the industry by the federal government, yet.

As the country grows more accustomed to the idea of legalized marijuana (as evidenced by recent polls), Harbor House expects this threat to subside in the following years. As such, Harbor House can and will do everything in its power to fully comply with 935 CMR 500, maintain stringent standards towards recordkeeping and financial information, and implement best practices to mitigate the federal risk. However, we do acknowledge the possibility that the industry at large can collapse.

What are the most important activities being performed in order to make the facility successful?

Production: Crop cycles and rotation are key to maximizing supply and filling customer demands. Through tracking sales at the store, we will know what we need to grow more of to manage demand. The general manger will be in charge of overseeing the cycles and adequately keeping each rotation in its proper location. Each cycle will be lollipopped, topped, trellised, pruned, and harvested on a fixed schedule. The cycles will also be sprayed with preventive organic fungicides and pesticides to prevent the risk of pests or molds. Bulbs will be changed every 5-7 months to provide the most adequate lumens for photosynthesis. Growing climates are documented twice daily to provide the most comprehensive data needed to produce a perfect growing environment.

Problem Solving: We believe education is the foundation of problem solving. Employees need to be taught the expected "outcome," and the nuances of both the "raw product" and "processes" needed to achieve that outcome. Managers and leaders must be good trainers.

Failure happens and can be learned from, but most failure can be prevented by comprehensive and forward-looking cooperation. We will exercise effective planning, organizing, and cooperating to result in potential obstacles being identified before they are manifested.

Value Propositions

Harbor House's dispensary will create a professional, informative, and innovative environment for our customers. Shopping at our store will be of value to our customers because they will not only have the opportunity to purchase marijuana, they will also be able to shop in our retail store for culturally-related products. Having the two categories will give every customer a shopping experience with the opportunity to purchase something in their price range. The dispensary will provide products for people who do not consume marijuana but are still involved with the culture. No customer will be left behind.

Harbor House will have a large variety of retail products for sale. This will allow the Company to target every angle of the cannabis culture. The website shall be concise, informative, and clearly display any relevant information pertaining to Harbor House and its products offered. Blogs and forums on our website will allow us to gain a stronger social media following than any of our competitors. Harbor House is unique due to the use of vertical integration that allows us to make and sell our own cannabis, MIPs, extracts, and merchandise.

Harbor House's operations will offer an extravagant selection of hand picked elite genetics. All cannabis will be grown in a lab, fed properly, cured properly, and stored properly. During the entire growing process 1-3 people will touch each plant protecting valuable resin glands and

trichomes. All marijuana and derivative products will be tested prior to manufacturing, extraction production and packaging to ensure contaminant-free purity and potency. An independent laboratory that is accredited according to the International Organization for Standardization (ISO) 17025; or is certified, registered or accredited by an organization approved by DPH will perform testing. Lab testing will analyze the cannabinoid profile of each strain, potency, along with mold, mildew, heavy metals, plant-growth regulators and the presence of non-organic pesticides required by the DPH. Should a random sample be contaminated, the entire harvest or batch that sample originated from will be quarantined and tested. Batches associated with positive samples will be discarded according to waste disposal protocols. Only independently tested products that meet high quality standards will be dispensed.

Knowing the contents of our cannabis products will help the customer decide which strain is best for his/her needs, while ensuring their best interests while using our products.

Harbor House employees will receive monthly goals. Small perks and incentives will be given out each month for individuals meeting these goals. Managers will have larger goals to meet each year. Meeting these goals will result in bonuses.

Harbor House will create optional surveys for customers to rate our products. This information will be used to drive decisions on product production.

There will be a suggestion box at the dispensary. This will be located in a spot which every customer will pass entering and exiting the store. Customers' suggestions may include new strains for us to carry, new edibles, or any idea they may have for our company. The suggestions will be read at our weekly team meetings.

Harbor House will have branded bags, jars, and pop-tops (containers) with Harbor House Collective branding on them.

The Company will additionally offer a number of different customizable services:

- Pre-Roll Package
    - The dispensary will offer customizable package pre-orders for pre-rolled joint packs, flower, and/or MIP's. Packages will be limited to amounts per person as designated by Massachusetts State Law.
- Caviar Nugs
    - We will have an order form for customers to make their own caviar nugs. They will be able to choose the strain, the oil, and the keif that make up the caviar nug.

The Harbor House dispensary has a unique design compared to other dispensaries. Most dispensaries have a hospital waiting room feel, Harbor House will have a comfortable bohemian boutique motif and atmosphere.

The retail store will be equipped with two flat screen TVs that will display 3-D images of the flowers cultivated by Harbor House, along with compliance, safety, and pricing details. This design will give a technologically advanced customer experience that will leave a lasting impression.

Tasteful logo placement viewable from the sidewalk or street front, our distinctive original logo, a beautiful retail storefront, informative customer service, and an innovative attitude towards the industry will set Harbor House's dispensary apart as truly unique.

Harbor House's marijuana will consistently be the highest quality and will be lab tested to ensure contaminant-free purity and potency. Customers will know what to expect and will not be disappointed.

Assigned employees will gather information from websites and local competing dispensaries. There will be a survey sheet that each employee must fill out whenever researching a competing company.

Harbor House will offer daily specials and have a rewards system to offer discounts and give customers incentive to show loyalty. We will implement a loyalty program based on accumulating points that can be exchanged for both cannabis products and/or non-cannabis products.

Harbor House's shelves will be stocked full of different styles of pipes, vaporizers, and storage containers. Our wide range of products will make our marijuana easily usable and enjoyable. Consumer education is key in this emerging industry; we will offer a diverse spectrum of goods and a knowledgeable staff to help guide customers in their decisions.

We will offer two different cultivation practices in order to diversify our product offering. One practice uses soil and one uses soilless mediums. The customer will be able to see first hand the differences between soil and soilless grown marijuana to decide first hand what products they prefer. This unique strategy exemplifies "unity in the community", as we seek to educate and inform our customer base in the science behind our quality driven cultivation strategies.

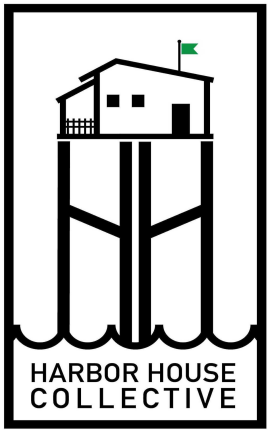
Harbor House value propositions:

- Harbor House is a consumer driven company.
- Harbor House's success is based upon its understanding of the consumer.
- Harbor House's consumer focus is not limited by cultural, ethnic, or national boundaries.
- Harbor House believes in doing business ethically, honestly, and confidentially.
- Harbor House believes solid, honest relationships within and outside the company are key to success.
- Harbor House believes brand loyalty is based on quality, variety, and knowledge.
- MCC believes the best way to sell is to make it easy to buy the highest quality cannabis.
- Harbor House believes that charity and giving is an important part of the company's purpose.
- Harbor House believes its products should be made in lab quality rooms with the highest standards.
- Harbor House believes in standing out by being different, creative, and setting a new standard.

Marketing and Sales

Marketing

Harbor House Collective has developed a logo to be used in labeling, signage, and other materials. There is no use of medical symbols, images of marijuana, related paraphernalia, and/or colloquial references to cannabis.



All Cannabis and Cannabis products will be displayed in secure, locked cases. These cases have a clear front and top glass in order to allow the consumer to visually inspect product compliant with 935 CMR 500.110. Authorized marijuana establishment agents may remove a sample of cannabis or cannabis products from the case and provide it to a consumer for inspection, provided the sample is not used for anything other than inspection. There will be no consumption on premises at anytime.

Prices will be printed on menu boards strategically placed throughout the retail store, as well as on our private website. Harbor House Collectives website will be regulated by age verification run by ageverify.co. All web users visiting the website will be greeted by an initial page that will verify age through birthdate, once age is confirmed web users can navigate the HHC website.

Harbor House will immediately be paying to advertise with Weedmaps, Leafly, local magazines, social Media, and newspapers, and other avenues that expect at least 85% target audience over the age of 21. These are websites and literature that are read frequently in the cannabis culture and will help raise company awareness.

Social media is one of the most effective ways to communicate in this generation. Harbor House will be posting strain reviews, industry news, hosting forums, and providing a growers' blog throughout our multiple social media sites. All of these sites will provide links to our website.

Bud tenders are required to attend bud tastings whenever the warehouse harvests a new strain. This will allow the bud tenders to have a first hand account of our product and give customers personal opinions to help drive sales. This knowledge base will also be used to upsell our top shelf products.

Communication is of upmost importance at Harbor House. How employees communicate with customers will strongly influence what the customer purchases and if they will come back. Our non-verbal communication will be impeccable. Employees will be dressed to impress, have professional stature, look customers in the eyes when they speak, and have a caring and inviting air about them. We will listen to the customer and give them our most educated opinion on what will be the best product for them.

All employees will be required to have in depth knowledge about all retail items being sold, regardless of which side they work on. All retail artists will be strongly encouraged to meet employees of Harbor House by the grand opening party at the latest. We believe that having a personal relationship with the artist will improve an employees' capability to sell their art and connect with the local community.

The dispensary will also contain a tablet that the customers may use in order to get bud recommendations electronically. Customers will read full descriptions and see pictures of the marijuana on the tablet and then may ask the bud tenders any remaining questions. This will make Harbor House more efficient and will be a technologically advanced way of impressing customers.

All sales will be made with cash or debit cards. We will have advance order systems set up at Harbor House to make the shopping experience as quick as possible for customers who know what they want. Customers will be able to place orders online, which we will have packaged and ready for payment upon their arrival. We will also have office phones which they may call and place orders. This will make purchasing our products as efficient as possible.

All of Harbor House's non-cannabis retail products will also be sold online. These products may be purchased by anyone in the United States who has a working debit or credit card.

Customers buying marijuana will have an immersive experience in the dispensary. They will receive their purchase in a unique Harbor House logo package. Our delivery will give customers a sense of status and they will have something with our logo on it to show off to friends and family after leaving our dispensary.

The dispensary will have a voluntary sign up sheet to receive e-mails and text messages from Harbor House. This service will be optional to prevent customers from feeling like they are getting spammed. Customers who choose to sign up will receive an automated thank you message whenever they make a purchase at Harbor House. They will also receive promotional communications sporadically.

Employees will encourage customers to rate us online. This will also give us time to build a trusting relationship with customers before they rate us.

Harbor House will have a customer appreciation event every year. This will be to celebrate our culture and give back to our customers/community directly for showing their loyalty.

Marketing to:

- Locals: Dedicated personal assistance. This is the most personal relationship the dispensary may have with a customer. We will take interest in our patients' lives and needs. Fostering these relationships will bring loyalty and allow us to give the best customer service experience as possible. We will reach out to all customers to become loyal customers of Harbor House.
- Visitors: Our average customer will be treated with respect and dignity. They will get personal assistance equally, as will all customers. We will reach out to these customers through social media marketing, Harbor House brand clothing, and podcast/radio. These lines of communication will allow us to reach the masses with automated messages, but still give them a personal shopping experience.
- Internet Customers: This customer segment has no personal interaction with Harbor House employees. They do play a very important role in setting trends and spreading the word about our retail products. We will do our best to engage them in our online blogs, forums, and social media sites. These customers will be great to help our online marketing.

Sales and Projections

Features:

- Fixed Pricing: All revenue from the Harbor House will be driven from fixed pricing.
- Product Feature Dependent: There will be different grades of oil/hash, top and bottom shelf marijuana, and edibles with varying potencies. This will create a range of prices for our different customer bases and it will give value to our more expensive brands.
- Volume Dependent: There will be consistent price drops for buying more marijuana at Harbor House. The different price categories will be gram, 1/8 oz, 1/4 oz, 1/2 oz, and a full ounce.

Assumptions:

- Regular purchases total $50 per purchase
- Purchasing intervals of twice (2) times per month
- Assume 100% geographic market
- Does not assume any transit traffic
- Cultivation rate of 1.5 lbs/light
- Extraction yield of 20%, 30% of total dry flower. $60 per gram
- Wholesale $2500/lb, Retail $5000/lb
- Assumes procuring MIPs via wholesale until facility is operational

Projected Income Statement, Year 1

REVENUE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
Wholesale Dry Flower	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 224,700.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	**$ 1,136,100.00**
Retail Dry Flower	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 561,750.00	$ 451,500.00	$ 687,750.00	$ 451,500.00	$ 687,750.00	**$ 4,590,250.00**
Concentrates & Extracts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 292,511.25	$ 248,163.75	$ 358,121.25	$ 248,163.75	$ 358,121.25	**$ 1,505,081.25**
Edibles	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	**$ 428,571.43**
Total Revenue	**$ 285,714.29**	**$ 285,714.29**	**$ 285,714.29**	**$ 285,714.29**	**$ 285,714.29**	**$ 285,714.29**	**$ 285,714.29**	**$ 1,114,675.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 7,660,002.68**
COGS													
Cultivation Cost	$ 30,490.98	$ -	$ -	$ 30,580.98	$ 37,644.98	$ 47,380.98	$ 30,580.00	$ 37,644.98	$ 30,580.00	$ 37,644.98	$ 30,580.98	$54,445	**$ 367,573.84**
Retail Dry Flower Cost	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 224,700.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	**$ 2,186,100.00**
Concentrates & Extracts Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Edibles Cost	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	**$ 300,000.00**
Packaging	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ 23,210.90	$ -	$ -	$ 3,500.00	$ -	$ -	**$ 29,710.90**
Miscelleneous Supplies	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	**$ 18,000.00**
Total COGS	$ 209,990.98	$ 176,500.00	$ 176,500.00	$ 207,080.98	$ 214,144.98	$ 223,880.98	$ 230,290.90	$ 251,200.00	$ 207,100.00	$ 305,100.00	$ 207,100.00	$ 301,600.00	**$ 2,710,488.82**
Gross Profit	**$ 75,723.31**	**$ 109,214.29**	**$ 109,214.29**	**$ 78,633.31**	**$ 71,569.31**	**$ 61,833.31**	**$ 55,423.39**	**$ 863,475.54**	**$ 708,878.04**	**$ 1,051,585.54**	**$ 708,878.04**	**$ 1,055,085.54**	**$ 4,949,513.86**
EXPENSES													
Build-out/Construction	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	**$ 1,114,200.00**
Payroll	$ 55,520.00	$ 55,520.00	$ 55,520.00	$ 55,520.00	$ 55,520.00	$ 55,520.00	$ 82,496.67	$ 82,496.67	$ 180,069.35	$ 129,702.41	$ 208,384.74	$ 124,174.55	**$ 1,140,444.38**
Security Expense	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	**$ 6,300.00**
Rent													
Retail @ $40, 2000sf	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	**$ 80,000.00**
Cultivation & Extraction @ $20	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	**$ 560,000.00**
Utilities (Electric @ 13 cents)													
Cultivation Lighting	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	**$ 188,580.00**
HVAC	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 40,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	
Water	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	
Repairs & Maintenance	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	**$ 6,000.00**
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Host Community Payment	$ 30,000.00												
SG&A													
Banking Fees	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 72,000.00
POS	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 6,000.00
Accounting	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 60,000.00
Total Expenses	**$ 282,943.33**	**$ 241,443.33**	**$ 241,443.33**	**$ 241,443.33**	**$ 241,443.33**	**$ 261,443.33**	**$ 328,420.00**	**$ 328,420.00**	**$ 425,992.68**	**$ 375,625.75**	**$ 454,308.07**	**$ 370,097.88**	**$ 3,095,524.38**
EBITDA	**-$ 207,220.03**	**-$ 132,229.05**	**-$ 132,229.05**	**-$ 162,810.03**	**-$ 169,874.03**	**-$ 199,610.03**	**-$ 272,996.61**	**$ 535,055.54**	**$ 282,885.36**	**$ 675,959.79**	**$ 254,569.97**	**$ 684,987.66**	**$ 1,156,489.48**
Depreciation	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 257,333.33
Interest	$ 28,050.00	$ 27,726.00	$ 27,400.38	$ 27,073.13	$ 26,744.25	$ 26,413.72	$ 26,081.54	$ 25,747.70	$ 25,412.18	$ 25,074.99	$ 24,736.12	$ 24,395.55	$ 314,855.56
Net Income	-$ 256,714.47	-$ 181,399.49	-$ 181,073.87	-$ 211,327.60	-$ 218,062.72	-$ 247,468.19	-$ 320,522.60	$ 487,863.40	$ 236,028.73	$ 629,440.35	$ 208,389.40	$ 639,147.66	$ 584,300.59

Projected Income Statement, Year 2

Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Total
$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	**$ 2,734,200.00**
$ 451,500.00	$ 687,750.00	$ 451,500.00	$ 687,750.00	$ 451,500.00	$ 687,750.00	$ 451,500.00	$ 687,750.00	$ 451,500.00	$ 687,750.00	$ 451,500.00	$ 687,750.00	**$ 6,835,500.00**
$ 248,163.75	$ 358,121.25	$ 248,163.75	$ 358,121.25	$ 248,163.75	$ 358,121.25	$ 248,163.75	$ 358,121.25	$ 248,163.75	$ 358,121.25	$ 248,163.75	$ 358,121.25	**$ 3,637,710.00**
$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	$ 35,714.29	**$ 428,571.43**
$ 915,978.04	**$ 1,356,685.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 915,978.04**	**$ 1,356,685.54**	**$ 13,635,981.43**
$ 30,580.00	$ 37,644.98	$ 30,580.00	$ 37,644.98	$ 30,580.00	$ 37,644.98	$ 30,580.00	$ 37,644.98	$ 30,580.00	$ 37,644.98	$ 30,580.00	$ 37,644.98	**$ 409,349.88**
$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	$ 180,600.00	$ 275,100.00	**$ 2,734,200.00**
$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ 19,710.90	$ -	$ -	**$ 19,710.90**
$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	**$ 300,000.00**
$ 3,500.00	$ 19,710.90	$ -	$ 3,500.00	$ -	$ -	$ 3,500.00	$ -	$ -	$ 3,500.00	$ -	$ -	**$ 33,710.90**
$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	**$ 18,000.00**
$ 210,600.00	$ 321,310.90	$ 207,100.00	$ 305,100.00	$ 207,100.00	$ 301,600.00	$ 210,600.00	$ 301,600.00	$ 207,100.00	$ 324,810.90	$ 207,100.00	$ 301,600.00	**$ 3,105,621.80**
$ 705,378.04	**$ 1,035,374.64**	**$ 708,878.04**	**$ 1,051,585.54**	**$ 708,878.04**	**$ 1,055,085.54**	**$ 705,378.04**	**$ 1,055,085.54**	**$ 708,878.04**	**$ 1,031,874.64**	**$ 708,878.04**	**$ 1,055,085.54**	**$ 10,530,359.63**
$ 92,850.00	$ 92,850.00	$ 101,260.25	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	**$ 1,122,610.25**
$ 210,326.20	$ 199,356.78	$ 117,222.82	$ 145,524.81	$ 140,999.39	$ 205,640.44	$ 138,073.90	$ 194,457.41	$ 138,099.80	$ 196,835.52	$ 138,936.83	$ 191,860.64	**$ 2,017,334.53**
$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	$ 525.00	
$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	$ 6,666.67	**$ 80,000.00**
$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	$ 46,666.67	**$ 560,000.00**
$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	$ 15,715.00	**$ 188,580.00**
$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	$ 80,000.00	
$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	
$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	**$ 6,000.00**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
$ 30,000.00	$ 229,800.08											
$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	
$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	
$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	
$ 486,249.53	**$ 675,080.20**	**$ 371,556.41**	**$ 391,448.14**	**$ 386,922.72**	**$ 451,563.77**	**$ 383,997.23**	**$ 440,380.74**	**$ 384,023.13**	**$ 442,758.85**	**$ 384,860.16**	**$ 437,783.98**	**$ 3,974,524.78**
$ 219,128.50	**$ 360,294.44**	**$ 337,321.63**	**$ 660,137.40**	**$ 321,955.32**	**$ 603,521.77**	**$ 321,380.81**	**$ 614,704.79**	**$ 324,854.91**	**$ 589,115.78**	**$ 324,017.87**	**$ 617,301.56**	**$ 5,293,734.77**
$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	**$ 257,333.33**
$ 24,053.28	$ 23,709.29	$ 23,363.59	$ 22,974.11	$ 22,624.73	$ 22,273.60	$ 21,920.72	$ 21,566.07	$ 21,209.65	$ 20,851.45	$ 20,491.46	$ 20,129.67	
$ 173,630.78	$ 315,140.70	$ 292,513.59	$ 615,718.84	$ 277,886.14	$ 559,803.72	$ 278,015.64	$ 571,694.27	$ 282,200.81	$ 546,819.88	$ 282,081.97	$ 575,727.45	$ 5,036,401.44

Cultivation Output Schedule

Scenario 2: 7 Flower Rooms @ 13,020sf															
	Flower Room 1	**Flower Room 2**	**Flower Room 3**	**Flower Room 4**	**Flower Room 5**	**Flower Room 6**	**Flower Room 7**	**TOTAL**	Available Inventory, lbs						
# Lights	42	35	30	30	28	28	24	217	For Wholesale	For Extraction	Trim	Trim Extract	Concentrate	Total Extract	
Harvest 1: Month 6	63.00	52.50	45.00					160.50	112.35	48.15	40.13	1.20	9.63	10.83	
Harvest 2: Month 8				45.00	42.00	42.00		129.00	90.30	38.70	48.38	1.45	7.74	9.19	
Harvest 3: Month 9	63.00	52.50	45.00				36.00	196.50	137.55	58.95	49.13	1.47	11.79	13.26	
Harvest 4: Month 10				45.00	42.00	42.00		129.00	90.30	38.70	48.38	1.45	7.74	9.19	
Harvest 5: Month 11	63.00	52.50	45.00				36.00	196.50	137.55	58.95	49.13	1.47	11.79	13.26	
Harvest 6: Month 12			45.00	45.00	42.00			132.00	92.40	39.60	48.38	1.45	7.92	9.37	
Harvest 7: Month 13	63.00	52.50	45.00				36.00	196.50	137.55	58.95	49.13	1.47	11.79	13.26	
							TOTAL	**1140.00**	**798.00**	**342.00**	**332.63**	**9.97875**	**68.40**	**78.38**	

	Flower Room 1	**Flower Room 2**	**Flower Room 3**	**Flower Room 4**	**Flower Room 5**	**Flower Room 6**	**Flower Room 7**	**Total**
Lights	42	35	30	30	28	28	24	**217**
6 Plants/light	252	210	180	180	168	168	144	**1302**

Cash Flow Statement, Year 1

Scenario 2	**Month 1**	**Month 2**	**Month 3**	**Month 4**	**Month 5**	**Month 6**	**Month 7**	**Month 8**	**Month 9**	**Month 10**	**Month 11**	**Month 12**
Beginning Cash Balance	*$ 1,750,000.00*	*$ 1,443,324.42*	*$ 1,211,963.81*	*$ 980,928.83*	*$ 719,640.12*	*$ 451,616.28*	*$ 154,186.98*	*-$ 216,296.72*	*$ 221,605.56*	*$ 407,673.18*	*$ 987,152.42*	*$ 1,145,580.71*
Operating Cash Flow												
Net Earning	-$ 235,270.03	-$ 159,955.05	-$ 159,629.43	-$ 189,883.16	-$ 196,618.28	-$ 226,023.75	-$ 299,078.15	$ 509,307.84	$ 257,473.17	$ 650,884.80	$ 229,833.85	$ 660,592.11
Plus: Depreciation and Amortization	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44	$ 21,444.44
Changes in Working Capital												
Cash from Operations	-$ 213,825.58	-$ 138,510.60	-$ 138,184.98	-$ 168,438.72	-$ 175,173.83	-$ 204,579.30	-$ 277,633.71	$ 530,752.29	$ 278,917.62	$ 672,329.24	$ 251,278.29	$ 682,036.55
Financing Cash Flow												
Less: Debt Servicing	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00	$ 92,850.00
Cash from Financing	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00	-$ 92,850.00
Investing Cash Flow												
Investments in Property & Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Investing Cash Flow												
Total Cash Flow	-$ 306,675.58	-$ 231,360.60	-$ 231,034.98	-$ 261,288.72	-$ 268,023.83	-$ 297,429.30	-$ 370,483.71	$ 437,902.29	$ 186,067.62	$ 579,479.24	$ 158,428.29	$ 589,186.55
End Cash Balance	*$ 1,443,324.42*	*$ 1,211,963.81*	*$ 980,928.83*	*$ 719,640.12*	*$ 451,616.28*	*$ 154,186.98*	*-$ 216,296.72*	*$ 221,605.56*	*$ 407,673.18*	*$ 987,152.42*	*$ 1,145,580.71*	*$ 1,734,767.26*

Startup Costs

Item	**Estimated Cost**
80 Eastern Ave Buildout	$3,000,000.00
Cultivation Equipment	$185,000.00
Extraction	$500,000.00
Security & IT	$175,000.00
Initial Operating Cashflow	$1,750,000.00
Total	**$5,610,000.00**

JOLO CAN LLC

Plan to Obtain Liability Insurance

Version 2.0

Updated 10/30/20

Scope

Per 935 CMR 500.105(10), JOLO CAN LLC intends to obtain and maintain general liability insurance coverage and product liability insurance coverage, among its other insurance policies. This document will detail efforts to achieve compliance with this regulation.

Insurance Markets

JOLO CAN LLC has started a relationship with Cross Insurance to broker insurance serving the cannabis industry. Currently, Cross Insurance provides all coverage for “non plant-touching” needs. As we arrive closer to completion of construction and commencement of our “plant-touching” operations, we have been assured that liability coverage, amongst others, is generally available for our industry.

JOLO CAN LLC will enter good faith negotiations for the appropriate general liability and product liability insurance policies, in the amounts specified in 935 CMR 500.105(10).

It is our intention to have all JOLO CAN LLC insurance requirements, in addition to liability insurance, written under our existing broker, if possible.

Alternatives

In the event that good faith negotiations are not possible, JOLO CAN LLC is prepared to open an escrow account with our banking provider, Century Bank of Medford, in accordance with 935 CMR 500.105(10)(b)(c)(d), in the amount of $250,000.

JOLO CAN LLC

Restricting Access to 21 and Older Operating Procedure

Version 1.0

Scope

JOLO CAN LLC has identified four points of emphasis to operationally restrict access to the Company's facility and/or products: employment, facility security, packaging/labeling, and education.

Employment

In accordance with 935 CMR 500, all agents, employees, and representatives of the Company shall be aged 21 years or older. Any and all potential employees or representatives of the Company shall be screened by standard identification protocols. In addition, all representatives of the Company shall be trained on diversion prevention policies and procedures, and will be subject to all management policies regarding employment, security, diversion, and incident reporting (See Employee Handbook).

Facility Security

All entrants of the facility shall be screened for identification prior to entrance. For employees, all outside entrances shall be properly equipped with two-factor security protocols to secure entrances to authorized personnel, as well as maintain signage indicating as such.

Guests and customers of the dispensary shall only enter the main entranceway to the store vestibule, which shall be attended by no less than one (1) security agent to screen for proper identification. The door from the vestibule to the dispensary shall be secured in such a manner, that entrance is not possible without verification and action from the security agent.

The security agent will utilize the hardware and services of the point-of-sale (POS) system, Flowhub, as well as visual inspection and intuition, in accordance with identification best practices and regulations, to verify valid identification of guests aged 21 years and older. Guests will not be allowed access until identification is provided and approved. Those under the age of 21 will be refused access and asked to vacate the premises. Under no circumstances are children or infants allowed access to the premises at any time.

The outside premises shall be monitored by facility surveillance systems, company security agents, as well as any required law enforcement agents to prevent consumption, diversion, and any other improper handling of product on premise. Any incidents shall be reported according to Company guidelines and regulations.

Packaging and Labeling

All marijuana and marijuana-infused products (MIPs) shall be packaged and labeled in accordance with the guidelines specified in 935 CMR 500.105(5) and (6), and any other guidelines as required. Any tampering with packaging and/or labeling shall abide by Disposal and Incident Reporting procedures set by management.

Education

JOLO CAN LLC shall provide educational information to the customer to understand including, but not limited to:

- Regulation Compliance
- Responsible Consumption
- Potential Adverse Effects
- Preventing access from those under 21

JOLO CAN LLC

Employee Handbook and Personnel Policies

Version 1.0

General Information

Mission Statement

JOLO CAN LLC ("the Company") is dedicated to the production of quality marijuana products in accordance with the laws and regulations of Commonwealth of Massachusetts.

Handbook Application and Limitations

This document is distributed to all employees and is intended as a guide to the basic principles and policies established for employment. Its contents represent the Company's history, standards, and rules of conduct and benefits.

No statement, policy or practice contained herein is intended as a contractual commitment or obligation to any individual Employee or Employee group. JOLO CAN LLC reserves the right at any time to amend, revoke, change or suspend any or all policies or practices contained herein. Any such action would be taken only after careful consideration as it the intention to continue to provide the benefits and maintain the standards described herein.

Employees, in consideration of their employment, agree to be bound by the rules and regulations put forth by this document. Nothing contained in the personnel policies is to be construed as a contract of employment, a promise of continued employment, or as creating an explicit or implied contractual obligation or duty between the Employees and the Company. To contrary, all employment at the Company is voluntary and at will and may be terminated by the Employee or the Company with or without notice for reasons which either party considers sufficient.

History

JOLO CAN LLC was founded in 2018 by Gabriel Londono, Mike Farnum, and Richard Su in Chelsea, MA. Combining their expertise in cultivation, operations, and sales, they set out to establish a high quality and compliant standard in the adult-use marijuana market.

General Administrative Standards

Accident/Emergency Procedure

The following procedures following an injury are the following:

- Notify a manager
- A manager will assess and contact paramedics if the injury warrants
- The injured employee will be escorted to the nearest hospital or clinic listed by the Workers' Comp Provider to receive treatment.
- A manager will contact Workers' Comp Provider and process all insurance forms within the required time frame
- The injured Employee will not be allowed to return to work until cleared to do so by the attending physician.

Security of Property

Each Employee is responsible for the care of his/her personal belongings. The Company will not assume responsibility for them. Employees should not leave money or valuables unattended and unsecured. Any and all bags are subject to inspection before leaving the premises.

Records Maintenance

All personnel files and information will be maintained and stored in a secure location accessible by management only.

Equal Opportunity Employment

The company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, sex (including gender harassment and harassment based on pregnancy, childbirth or related medical conditions), sexual orientation, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, or any other consideration make unlawful by federal, state, or local laws. All such discrimination is unlawful.

Our company is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company including management and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the company would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Company management with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company will then conduct and investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The company will identify possible accommodations, if any, which will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, The Company will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to The Company management. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Our company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If our management determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. Whatever action is taken will be made known to you and our company will take appropriate action to remedy retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees, or your co- workers.

Employment

Employment Status

Full time status is defined as persons who are normally scheduled to work and regularly work a minimum of 40 hours per week.

Orientation

All new full and part-time employees are hired on a thirty (30) day probationary period. An evaluation of each Employee's work performance will be made before the end of the trial period. An extension of the trial period may be made at the discretion of Management, in which case a re-evaluation will be made. The Employee's immediate supervisor and/or Management will perform these evaluations.

During the trial period, both Management and the Employee are free to terminate employment without giving notice or reason.

The trial period is a training and assimilation period. The completion of the trial period should not be interpreted as a right to continued employment. If, following completion of the probationary period, it appears either to the Employee or to the Management that this specific job situation is not beneficial to both parties, the Employee may resign or the Company has the right to terminate that employee at any time for any reason.

Change of position within the Company is subject to the same trial period terms. In the event trial period is not satisfied, the Company assumes not responsibility for reinstating the Employee to His/Her previous position.

Evaluations of individual job performance may be made after the trial period at the discretion of Management.

At-will Employment

Massachusetts is an "at will " employment state, meaning that an employer or employee can terminate the employment relationship at any time. Company employees are free to resign at any time, just as the Company is free to terminate your employment for any reason at any time. This provision may be modified only in writing, signed by the appropriate official of the company.

Termination

The Company deems the following offenses as examples for grounds for immediate and summary dismissal:

- Incompetence
- Failure to report or perform
- Habitual absenteeism, tardiness, or unreliability
- Any act of dishonesty, including falsification of records
- Destruction, theft or misappropriation of property belonging to a guest, employee, or the Company
- Substance abuse on Company premises

- Unlawful possession, distribution, or sale of narcotics, drugs, or controlled substance
- Any act which discredits or damages the Company
- Gambling on premise
- Fighting, intimidating, coercive or threatening behavior on Company premises
- Disrespectful behavior and/or being discourteous to an employee or guest
- Vulgarity or profanity in front or back of house
- Giving away product without a Manager approval
- Insubordination and/or refusal to follow direction/instructions
- Disregard of any of the Company 's policies, safety, or health rules
- Harassment of a sexual or any type of illegal nature
- Diversion of marijuana

Employees wishing to resign will provide the Company with written two weeks' notice

Employees are expected to return all Company property in their possession immediately upon termination of employment. Company property includes Employee Handbook, keys, ID badges, all uniforms, recipes, equipment and tools supplied by the Company.

The Company will withhold the cost of any items not returned from the Employee's final check and reserves the right to seek additional remedies in order to protect or recover its property

Arbitration

The Company hopes that all issues involving its employees can be resolved informally. However, those disputes involving employment with the Company that are not resolved informally will be resolved by arbitration. Arbitration is a formal process for resolving disputes that uses a neutral arbitrator instead of a court or jury.

The arbitration will be conducted in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association; the arbitration agreement lists a few exceptions that will not be resolved by arbitration. Otherwise all disputes relating to employment with the Company (including the termination of that employee) will be arbitrated, including claims for breach of contract, employment discrimination, and the violation of any state or federal law (including Title VII of the Civil Rights Act of 196 4, the Americans with Disabilities Act, the Age Discrimination in Employment Act). The arbitration shall be final and binding, which means that neither the employee nor the Company will pursue claims in court as provided in the arbitration agreement.

Work Schedules

General Hours of Work

The Company operates under prevailing government laws and regulations pertaining to work hours and days of work. The workweek is 12:01 Sunday through 12 midnight Saturday. Hours of work are scheduled by the week and are subject to change without notice. Employees are not guaranteed the same hours and days on a consistent basis.

Punctuality and Absenteeism

All Employees are required to be present and fully prepared for work by the time they are

scheduled to work.

Work schedules will be announced at the beginning of the week. It is the responsibility of the Employee to know and to follow the schedule as posted.

Any Employee who cannot report to work on time as scheduled, or who un expectedly finds it necessary to be absent should report this fact to his/her supervisor immediately.

Management may at any time require a physician's written verification for any illness which resulted in a missed shift.

There is no switching of schedules unless a written request is submitted and approved by Management.

Vacation requests are to be submitted in writing 2 weeks in advance for approval.

Tardiness will not be tolerated. If you are going to be late for any reason, you are required to contact Management at the earliest possible time.

- First infraction will result in a verbal warning
- Second will result in a write up that will be placed in your Personal File
- Third infraction will result in suspension or termination

Time and Attendance

Time card, POS system, computer tracking are all acceptable methods of tracking and recording time. Employees should not clock in or out without the approval of their manager. Under no circumstances should one employee clock out for another.

Pay Periods and Payday

Wages and salaries are paid on a weekly basis. The pay period starts on Sunday and ends on Saturday.

Employee Rules and Regulations

General Rules and Conduct

All Employees have responsibilities specific to their particular job description. There are, however, general responsibilities in matters of time, money, and property, which are the same for all Employees.

Safety and Sanitation

The Company is committed to providing and maintaining a safe environment for all its Employees and for its guests. Safety is the prevention of accidents. It is our common responsibility to practice and promote safety in the workplace. To do this it is important to develop an awareness of any practices and conditions that represent hazards or dangers and avoid such practice s and correct such conditions. It is essential that any unsafe practice or condition, which cannot be immediately corrected, be reported to Management. Accidents of any kind involving an Employee or guest with

or without injury, however minor, should be reported immediately to Management as well.

Sanitation is an extremely important aspect of safety. The Company is equally committed to providing and maintaining a clean and healthy environment for its Employees and for its guests. Sanitation encompasses everything from clean surfaces and tools to proper personal hygiene.

The cooperation of each and every Employee is required in observing and enforcing the following safety rules:

- Compliance with all regulatory signage
- Proper and safe operation of equipment and machinery, appropriate for the job.
- Immediate cleanup of spills or any other items which represent a hazard or danger to fellow Employees or guests
- Regular, scheduled cleaning of restrooms and locker areas
- Lifting of heavy objects safely and with assistance if necessary
- Wearing of proper footwear to prevent slipping
- Regular cleaning of all work areas; cleaning and sanitizing of kitchen and manufacturing areas
- Remembering not to touch hair, nose, or mouth, while working with or handling food
- Keeping hands clean and sanitary by washing before shift and after each occurrence of handling food, dirty dishes and utensils, smoking, eating, and using restroom
- Caution when handling sharp/hot instruments
- Staying home when sick, or becoming sick.

Entrance and Exit

All Employees are welcome to utilize the back entrance to the employee parking lot. All employees should be prepared to have their bags checked upon departure of the premises.

Employee Notices

It is the responsibility of the Employee to know the substance and content of all posted notices. Management will post notices for a term of no shorter than seven (7) days.

Employee Meetings

Periodic meetings will be called to discuss new policies, changes in existing policy, grievances, and introduce new employees. All meetings are to be considered mandatory unless otherwise noted by Management; as such attendance will be required and treated as scheduled work. Management will post announcements for meetings no less than seven (7) days prior to the scheduled event.

Personnel Record Accuracy

It is the responsibility of the Employee to inform Management of current address, phone number(s), marital status, dependents, etc., so that accurate personnel files may be maintained.

Confidentiality

All Employees and Guests are assured a certain degree of confidence, and anonymity. To that end,

Employees are not allowed to divulge any personal information regarding any Guest or fellow Employee. In the case of legal instances, defer inquiries to Management.

Solicitation/Distribution

Employees may not solicit, for any purpose, on premises at any time. Failure to comply will result in termination and reporting to authorities.

Harassment

The Company is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment, harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. Our anti- harassment policy applies to all persons involved in the operation of the company and prohibits unlawful harassment by any employee, including management and co- workers.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual conduct such as derogatory and /or sexually-oriented posters, photography, cartoons, drawings or gestures:
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- and Retaliation for having reported or threatened to report harassment.

If you believe that you have been unlawfully harassed, provide a written complaint to The Company management as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. The management will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If The Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by The Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.
We encourage all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the federal Equal Employment Opportunity Commission investigates and prosecutes complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Respect and Fair Treatment
Company policy provides that every Employee, regardless of position, be treated with respect and in a fair manner at all times. It is the Company' s belief that respect and fair treatment of all Employees is necessary to maintain a productive and satisfying work environment.

General Security

Employees are responsible for making sure all restricted area doors are closed and locked when unoccupied. The last staff member leaving at the end of the work day must be sure all doors are locked and the alarm system is armed. No keys, badges, or other access credentials should be left vulnerable to parties other than its owner.

Personal Phone Calls/Usage

The phone line connected to the business is for business use only. Personal calls may be made from a payphone, or by cell phone during breaks and off-duty hours only. Family and friends should refrain from calling unless there is a true emergency. Unless there is an emergency, persons calling the Company wishing to speak to an Employee will be asked to contact the Employee at home. Employees will not be called to the phone. Permission to use the regular phone or accept a call may be given by a manager only.

Smoking

Employees must ask Management for permission to break and ensure full coverage of station by co- worker. Smokers will be permitted to smoke away from the premises of the business and away from the field of vision of guests. Upon returning from smoke break, Employee must wash hands and face and utilize breath mint or spray. The facility premises is non-smoking.

Drug and Alcohol Use

The Company' s policy is to comply with all State and Federal laws relating to the use/abuse of alcohol, narcotics, and other drugs. Accordingly, Employees are expected to adhere to these laws while in or around the premises.

Absolutely no consumption of alcohol by Employees is permitted during the time that the Employee is on the clock.

Check Cashing or Cash Advances

The Company will not cash payroll, personal checks, nor will cash advances be given to Employees.

Recycling/Waste Management

Company policy is dedicated to maintaining "green" standards wherever possible. Postings and signage will be provided to Employee to assist in this endeavor. It is the responsibility of the Employee to follow the established procedure s for Recycling and Waste Management.

Employee Benefits

Breaks

All full-time employees are entitled to a (1) hour lunch break daily. Part-time employees are entitled to 30 minutes.

Vacation

Vacations must be scheduled and approved by Management (2) weeks in advance.

Personal Leave of Absence

Employees must submit in writing and receiving approval from Management to make a request for leave of absence. Personal leaves of absence without pay may be granted by Management for a period of time up to thirty (30) days for valid personal reasons.

Failure to return after the specified period will result in termination of employment in accordance with Company policy.

Benefits do not accrue during a personal Leave of Absence.

A medical Leave of Absence is defined as any pregnancy or non-work related injury, which is disabling and precludes an Employee from functioning and completing his or her assigned duties and responsibilities. In all cases, a physician' s certification of the disability is required to verify the condition, injury or illness.

Medical Leave of Absence for a reasonable period of time will be granted. For normal pregnancy and other medical leaves, reasonable shall be defined as up to three (3) months. Extensions will be granted on a case-by-case basis.

Benefits may continue for the duration of a Medical Leave of Absence for up to a maximum of four (3) months. Extensions will be granted on a case-by-case basis.

Employees may take up to 26 weeks of leave in a single 12-month period for military caregiver leave. However, this is a per-injury, per-service member entitlement. Approval subject to a case-by-case basis.

For reinstatement of employment upon completion of requested Leave of Absence, the Employee must inform Management as to the expected return date and provide a physician' s certification indicating the Employee is capable of returning to work. The Employee will be reinstated at the earliest possible date.

Should an Employee become handicapped as a result of the injury or illness, every reasonable effort will be made to accommodate that handicap.

Worker's Compensation Insurance

At no cost to the Employee, Employees are protected by the Company's Workers' Compensation insurance policy while employed by the Company. The policy covers Employees in case of

occupational injury or illness. All work- related injuries or illnesses must be reported to Management immediately.

Neither the Company, nor its insurance carrier is liable for the payment of Workers' Compensation benefits for any injury, which arises from an Employee's voluntary participation in off-duty, recreational, social, of athletic activity that is not part of the Employee's work-related duties.

Unemployment Insurance

The Company contributes quarterly to the Massachusetts Unemployment Insurance Trust Fund on behalf of its Employees

Social Security

The Company, in accordance with Federal laws governing the program, matches deductions filed for each Employee by the Company.

Personal Administration

Background Checks

Job candidates accepted for hire must be able to pass a background check to complete registration as an Agent. A Marijuana Establishment executive registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Per 935 CMR 500, all such individuals shall:

- be 21 years of age or older;
- not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

An application for registration of a marijuana establishment agent shall include:

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

- background information, including, as applicable:
    - a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts; 2.
    - a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
    - a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
    - a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;

Personal Files and Information

All Employee records and files are kept locked and secure, available only to those Company representatives who have a legitimate reason to review information contained therein. Employees may review their own file with advance notice and in the presence of Management. Personnel files will be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment. Personnel files may include but are not limited to:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required training, including training regarding privacy and confidentiality requirements
- Signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
- Documentation of periodic performance evaluations
- A record of any disciplinary action taken
- Notice of completed responsible vendor and related duty training

Payroll Deductions

Deductions from paychecks may be made for health insurance premiums, negative sick/vacation accruals, and any required by law enforcement or the legal system.

Performance Appraisals

Evaluations of individual job performance may be made at any time during employment at the discretion of Management. The individual responsible for performing the evaluation will be that Employee's direct Supervisor. Evaluations will then be kept in the Employee's personnel file.

Policy Review

This Employee Handbook is a "living document" that is subject to review and revision at any time. Revisions or additions will be published for all Employees as adopted by Management. The policies set forth in this Handbook represent an understanding between the Company and Employees and it cannot be amended or altered in any way by oral statements made to Employees. The only method for altering policy set forth herein is by written amendment.

The contents of this Handbook are presented as information only. The contents do not describe conditions or terms of employment. None of the benefits or policies in this Handbook entitles Employees to be or remain employed by the Company.

Cooperation and Communication

The marijuana industry is a complex business that requires constant communication and coordinated efforts by all Employees. Our success requires a team effort.

The Company is dedicated to maintaining clear and open lines of communication. In order to achieve cooperation, good communication is necessary. It is imperative that we all maintain clear and open lines of communication. Management maintains an open door policy for your questions, comments and suggestions.

Agencies and Contacts for Information on Discrimination Laws

Equal Employment Opportunity Commission
Location: 25 Sudbury Street, Boston, MA 02222
Phone: 1-800-669-4000
Fax: 1-617-565-3196
http:// www.eeoc.gov/field/boston/index.cfin

JOLO CAN LLC

Recordkeeping Operating Procedures

Version 1.0

Preface

Recordkeeping and logging will be kept at a standard consistent with best practices, and in compliance with 830 CMR 62C.25.1

Dispensary Records

The dispensary shall keep and maintain upon the permitted premises for a 3-5-year period true, complete, legible and current books and records, including but not limited to the following:

- Inventory Records per 935 CMR 500.105(8)(d)
- Transportation records per 935 CMR 500.105(13)(f)
- Incident reporting per 935 CMR 500.110(7)(a)
- Business records per 935 CMR 500.105(9)(e)
- Financial records including Company income, expenses, bank deposits and withdrawals, and audit reports;
- Logs of entry and exit for dispensary facilities
- Corporate and Employee records, per 935 CMR 500.030
- Security recordings will be retained a minimum of one year.
- METRC Seed-to Sale per 935 CMR 500.105(c)-(d)
- Waste Disposal per 935 CMR 500.105(12)

Data Retention

The dispensary will consistently maintain records including, but not limited to:

- Records of entry and exit for all individuals who entered the facility
- Amounts by category of marijuana products manufactured and offered for sale by the dispensary
- Amounts by category of marijuana and manufactured marijuana products sold by the dispensary
- A list of all marijuana, manufactured marijuana products, or unusable marijuana materials that have been destroyed or will be destroyed by the dispensary
- A summary of the financial statement
- Laboratory results of all tests that were conducted
- Description of any breach or halt in the dispensary's security system and tracking system
- Any additional/other information requested by the department

Tracking/Logging Workflow and Pertinent Data

All workflow will be tracked and recorded for daily review by the manager and/or Director. The following logs will be utilized by designated dispensary employees to track workflow through the dispensary.

Information Recording Logs

The dispensary manager shall work with each section manager (cultivation and processing) to ensure that all logs are utilized and maintained to track all facility workflow.

Visitor Log

The company representative assigned to compliance is responsible for ensuring any authorized personnel visiting the dispensary use a visitor log. The visitor log will be located inside the main secured entrance to the dispensary.

Cleaning Log

The dispensary manager is responsible for overseeing the use of a daily cleaning log to track cleaning within all zones of the dispensary.

Maintenance Log

A facility maintenance log will be utilized to track maintenance and upkeep on all equipment within the dispensary.

Light intensity Log

To ensure all grow lighting is maximized, the light produced by each lamp must be checked on a monthly basis by the cultivation staff. The cultivation manager shall work with each zone manager to measure lighting throughout each growing zone in the dispensary.

Pest Control Log

Cultivation agents will be responsible for tracking and logging all pest and disease control measures within the dispensary.

Feed Schedule Change Log

Cultivation agents will be responsible for tracking feeding schedules in all growth zones for which they are responsible. Any change or variance in the respective plant-zone feed schedule must be noted and brought to the attention of the dispensary manager.

Transplant Log

The transfer log tracks all plant movement throughout the dispensary. The cultivation manager is responsible for tracking plant movements before flowering begins.

Harvest Log

All flowering zone harvest schedules are tracked on the dispensary harvest log. The cultivation agents are responsible for updating this log and noting any variances.

Daily Inspection Log

All zone managers are responsible for performing daily inspections and communicating all variances to the dispensary manager. All zones must comply with the information designated in the growing environment and quality control section.

The daily inspection log includes:

- Room temperature;
- Humidity;
- CO2;

- Electrical and lighting;
- Pest and disease;
- Photoperiod

Curing Log

A curing log shall be maintained by the processing team to track the time specific strains and batches are in the curing area. In addition to time, environmental conditions such as temperature and humidity are also recorded.

Testing Log

A testing log shall be maintained by the cultivation manager to keep track of all batches, their respective test dates and results.

Finished Batch Log

The following information shall be collected in order to maintain records for company R&D, tracking purposes, as well as relaying all pertinent data to the dispensary to which any part of a batch is sold.

For each batch of marijuana cultivated, the following information shall be collected:

- The batch number
- Whether the batch originated from marijuana seeds or marijuana cuttings
- The strain of the marijuana seeds or marijuana cuttings planted
- The number of marijuana seeds or marijuana cuttings planted
- The date on which the marijuana seeds or cuttings were planted
- A list of all chemical additives used in the cultivation, including, without limitation nonorganic pesticides, herbicides and fertilizers
- The number of marijuana plants grown to maturity
- Harvest information, including, without limitation:
- The date of harvest;
- The final yield weight of processed usable marijuana; and
- The name and marijuana establishment agent registration card number of the dispensary agent responsible for the harvest.
- All applicable METRC tag IDs and chain of custody

METRC Tagging

1. Cuttings, seedlings, or clones are grouped and identified as an immature batch.
2. An immature plant becomes a vegetative plant when the plant is larger than 8" and/or in a container larger than 2". Unique RFID tag is assigned to the vegetative plant.
3. A vegetative plant becomes a flowering plant when the light cycle changes to 12 hours on, 12 hours off.
4. The process of cutting down a plant and obtaining the wet weight before initiating the trim process, performed only on plants in the flower phase.
5. Marijuana of the same strain in the form of buds or shake (by weight) may be packaged and sold or processed into hash or infused product. Unique RFID label is assigned to the package.
6. Material designated for extraction get labeled and assigned an RFID label when transporting to extraction facility

7. Intake biomass for extraction must be logged. Any batches of material processed together needs the creation of a new RFID tag with the previous RFID ID tags logged and assigned to the new one.
8. Packaged inventory is transferred to an infusing business by its own cultivation or from another selling business for the purpose of producing infused products.
9. An infusing business will repack its infused product for transfer to a selling business. Unique RFID label is attached to the package.
10. Packaged inventory is transferred to a selling business by its own cultivation, another selling business or from an infusing business, for the purpose of selling inventory.
11. A selling business will repack inventory for transfer to another selling or infusing business. Unique RFID label is attached to the package.
12. A selling business will sell from packaged inventory.



JOLO CAN LLC

Financial Record Maintenance Operating Procedures

Version 1.0

Narrative

The following procedure describes JOLO CAN LLC's policy towards capturing, collecting, preserving, and maintenance of financial records concerning the Company's financial operations. JOLO CAN LLC record retention requirements in areas other than financial records are not addressed in this policy (chain of custody, personnel, etc).

This procedure establishes JOLO CAN LLC's policies in financial-related areas and sets forth the procedures to be followed in adhering to those policies. This manual is to be used by JOLO CAN LLC and its Employees to assure that JOLO CAN LLC's financial resources are properly safeguarded and utilized only for authorized purposes. Management, as authorized by the Board of Directors, reserves the right to amend the policies contained herein, given proper notice to all necessary parties.

Purpose

Keeping a standard for the maintenance of financial records serves two purposes. Accurate record keeping provides management with the means and the data to monitor transactions and to resolve operational issues. Secondly, it enables JOLO CAN LLC to comply with federal, state, and municipal regulations. Procedures pertaining to the maintenance of financial records shall abide by 935 CMR 500.105(9)(e).

Applicability

JOLO CAN LLC's financial records are private property and include but are not limited to:

- Annual reports
- Budget and financial statements
- Invoicing and Manifests
- Transactional data
- Bank statements/deposits/withdrawals
- Spreadsheets
- Correspondence
- Other documentation of individual entries made in the transaction of its business

This policy applies to all original or archival forms of storage media, including but not limited to hard copy paper, computer or network drive, and other applicable mediums.

Retention Period

JOLO CAN LLC shall designate a person to be responsible for financial records retention. The designated person shall have appropriate knowledge of and access to departmental financial data. This responsibility shall typically be designated to the Director of Retail or Controller.

In light of the tax status of the marijuana industry from a federal perspective, JOLO CAN LLC intends to retain financial records for a period no less than 3 years, and no more than 7 years, subject to compliance with federal tax law and 935 CMR 500.

Records shall be filed by content topic, date, and maintained in both physical and digital formats.

Auditing Services

JOLO CAN LLC has retained the services of Tonneson & Co. to provide auditing and tax consulting expertise, who will perform periodic audits and reporting in according with GAAP, federal, state, and municipal law.

Copies of the audited financial statements will be distributed to the Directors, Controller and others at the discretion of JOLO CAN LLC management. Additional copies will also be distributed to the Board of Directors.

Capturing

It is the responsibility of the Company, its management, employees, and other representatives, to input data with accuracy and accountability at all stages of business operations, as well as implement an appropriate system to collect, capture, and retain data.

Accounting Principles

JOLO CAN LLC shall maintain its financial records and reporting in accordance with generally accepted accounting principles (GAAP).

In order to ensure observance of limitations and restrictions placed on the use of resources available to JOLO CAN LLC, the Company's accounts are maintained in accordance with the principles of "fund accounting". Resources to be used for specific purposes are classified for accounting and reporting purposes into funds that are in accordance with activities specified.

Accounting records will be maintained in accordance with JOLO CAN LLC's fiscal year, January 1 to December 31.

The double-entry method of bookkeeping and the accrual method of accounting shall be used.

JOLO CAN LLC's computer system, in conjunction with appropriate bookkeeping software, will be utilized in maintaining and creating the general ledger, all related journal and financial reports.

All revenues, expenses and charges shall be segregated by department (cultivation, manufacturing, retail) to provide for a proper accounting of each department.

Internal Control

JOLO CAN LLC will maintain a compliant and adequate system of internal controls to provide management with reasonable assurance regarding the accuracy and safeguarding of assets (product, cash, etc) against risks from unauthorized use or disposition of the reliability of financial records for preparing financial statements and maintain accountability of assets.

A compliant and adequate system of internal controls include, but are not limited to:

- Segregation of functional duties within the organization

- A system of authorization and record retention
- Personnel competence
- No one person shall have complete control over any significant operations
- A four-eyed principle of checks and balances
- Recordkeeping separate from operational custody
- Following clearly established accounting principles and procedures

Cash Management

JOLO CAN LLC shall properly account and control all cash.

Cash Management shall entail periodic auditing of cash stalls (hourly, daily, weekly, monthly, annually) to ensure revenue is captured in accordance with inventory debits.

All cash receipts shall be duly reconciled and documented against sales reports to monitor for discrepancies.

Cash shall be stored on premise in secure areas and vault until transported to the banking institution.

Banking services to be provided by Century Bank of Medford, located in Medford, MA.

All bank accounts shall be in the name of JOLO CAN LLC and duly reconciled periodically.

All checks will be numbers, and used in numerical order. Void checks are to be defaced and documented by the Controller.

No check will be prepared without proper supporting documentation.

Checks shall not be made payable to Cash.

Blank checks are to be kept in secure areas or vault under control of the Controller and/or Board of Directors.

Authorized check signatures are as follows:

1. Board of Directors
2. Controller
3. Director of Retail
4. Director of Cultivation

Disbursements under $5,000 only require one signatory, amounts over $5,000 shall require two signatories.

Accounts Receivable/Payable

The Controller shall be responsible for the tracking of both accounts receivable and payable and duly reconcile.

JOLO CAN LLC will maintain 30 days both payable and receivable, unless otherwise noted.

All invoices shall be matched against purchase and sales records and documented prior to disbursement.

All accounts shall be verified by Directors, sales reports, wholesale in and out prior to finalizing.

Payroll

Payroll shall be processed on a weekly basis, each Friday (unless a holiday, then the following business day). Payroll is processed using in-house computer systems.

Timesheets shall be inspected and approved by managers and directors prior to processing. In no instance will paychecks be issued in the absence of a properly approved time sheet for the pay period.

Any employee with access to payroll information will be required to sign a confidentiality form.

Reports must be prepared and maintained in accordance with best practices regarding payroll data capturing, in accordance with Fair Labor and Standards Act.

Payroll taxes shall be remitted in accordance with federal and state rules and regulations regarding sales and wage tax remittance.

At year end, W-2 forms will be prepared and reconciled by the Controller against annual payroll records prior to distribution. W-2 forms will then be distributed no later than the 31st of January.

JOLO CAN LLC

Qualifications and Training Operating Procedures

Version 1.0

Job Descriptions

JOLO CAN LLC will initially rely on a staff of 15-25 employees, in a combination of full and part-time positions, including its Officers. The Employee Handbook will provide written guidelines for staff to fulfill the duties of their positions. Additional personnel procedures are subject to change.

All employees will be subject to registration as Marijuana Establishment Agents, as described in 935 CMR 500.030, subject to revocation as described in 035 CMR 500.032. All are expected to be over 21 years of age and provide proof of eligibility to seek employment in the US.

Retail

Director of Retail
The Director of Retail is responsible for conceptualizing, planning, prioritizing and implementing all dispensary operations. The Director of Retail will install and continue the development of policies and procedures that are related to customer experience, and will oversee compliance and legal issues including but not limited to risk management, inventory management, etc. The Director of Retail will also assume the duties of a typical dispensary store manager.

Responsibilities will include:

- Hiring, training and managing a retail staff to ensure execution of the retail branding and customer service
- Organizing, executing, and constantly improving retail processes and procedures including inventory, storage, sales, marketing, etc.
- Overseeing inventory management programs, financial recordkeeping, cash management
- Ensuring compliance with typical quality assurance standards of dispensaries
- Ensuring compliance with all Cannabis Control Commission regulations
- creating and implementing SOPs
- onboarding a POS system
- developing and implementing operational rules, regulations, policies, and procedures
- Manage, supervise and direct the activities of the dispensary team
- Implement dispensary policies and ensure staff follows best practices
- Oversee and manage quality product inventory and financial records
- Ensure the dispensary remains compliant with security, inventory and local and state regulations
- Manage financial records and cash handling procedures
- Manage and inspire internal staff to deliver the highest level of customer experience
- Ensure the safety and satisfaction of both the patients and employees
- Provide education for staff about medical cannabis strains, edibles, concentrates and consumption mechanisms
- Work with Executive Team to create budgets and forecast sales
- Set sales, service, and profit goals and lead staff to exceed them
- Work with wholesalers to negotiate and procure an adequate supply of quality products
- Serve as a liaison to the local community
- - Maintain in-depth knowledge of products and strains in the store, as well as industry-wide product knowledge
- - Review performance of other dispensary employees on a regular basis
- - Oversee all hiring, discipline, termination or advancement of employees

- Requirements
- 3-6 years of experience in a management role
- Experience managing retail locations is preferred
- Minimum of 21 years of age
- Possess valid driver's license or state ID
- Must pass any and all required background checks
- Must be and remain compliant with any and all legal or company regulations for working in the industry

Inventory Manager
The Inventory Manager reports directly to the Director of Retail. The Inventory Manager will oversee all aspects of the day-to-day operations of the dispensary, including but not limited to inventory controls, security concerns, cash handling procedures, customer satisfaction, employee training and certification, and any other procedures carried out by the dispensary or as requested by the Director of Retail.

Duties

- Develop and implement inventory standard operating procedures
- Develop and implement a centralized purchasing hub
- Utilize computer systems to electronically track inventory flow, scan stock, and reconcile inventory
- Inventory control & reconciliation
- Review inventory METRC systems to ensure accuracy and compliance
- Conduct inventory reconciliation
- Maintain inventory templates
- Adjustments control & validation
- Point of contact and system training
- Conduct training on inventory related procedures
- Provide internal support for all items under the current scope of work
- Inventory procedure and stocking system
- Implement standardized inventory procedure and stocking system for all locations
- System administration
- Product line uniformity
- Full product profiles (MJ per unit, cost, etc.)
- Coupon and referral code management
- METRC alignment
- Validation of RFID's and packages in both systems
- Validation of volume and sales reporting
- Ensure compliance with existing operational procedure and policies
- Other duties may be assigned

Required experience, qualifications, and education: a minimum of a Bachelor's degree in business administration or logistics or similar, two to four years of related experience and/or training, or equivalent combination of education and relevant experience. Must be able to pass applicable background checks, and agree to comply with all policies, procedures and requirements as set forth by management.

- Several years of experience in the inventory, warehouse, or logistics field is also preferred.

- Organizational Skills: Well versed in coordinating inventory operations to ensure received and supplied products are accounted for
- Logistical Skills: Ability to regulate shipments from centralized warehouse to ensure effective and timely delivery of product

Dispensary Agent

Dispensary Agents will report to the Lead Dispensary Agent and the Inventory Manager. They will be responsible for day-to-day operations of the dispensary. They will receive training on all aspects of retail sales, safe handling practices and all other requirements as set forth in 935 CMR 500. They will receive ongoing training and certification as required by the Commission. Dispensary Agents will not have access to secure storage areas unless accompanied by a Manager or Director.

Dispensary Agents are responsible for ensuring that all customers receive high quality customer service and education. They will be trained to give dispensary advice on customers' needs relating to cannabis, its properties, strengths and strains. Dispensary Agents will also distribute all applicable informational and educational materials and disclosures, and will monitor the customer for signs of adverse effects or misuse. Said staff receives comments and input from customers on a case-by-case basis, and conducts more generalized surveys of the customers for ratings as to service and satisfaction.

Duties (including, but not limited to):

- Maintain and update all online and in-store menus throughout the entire day
- Open and close the store accurately and on time
- Accurately re-stocking retail inventory
- Sell inventory through point of sales system
- Responsible for receiving and responding to internal communication
- Staying up to date on offers and specials
- Admitting patrons/customers into restricted access areas
- Responding to inquiries/contact submissions via email and phone with comprehensive knowledge and accuracy
- Maintaining organization and cleanliness of office space, managing personal workspace
- Receiving inventory accurately
- Filing invoices and creating METRC transport manifests correctly
- Providing knowledgeable customer service
- Maintaining sales goals on a daily and weekly basis
- Closing and completing all EOD reports and procedures

Qualifications

- Excellent communication skills
- Excellent customer service
- Reliable transportation
- High School Diploma or GED
- Prior customer service experience preferred
- Able to pass applicable background checks
- Agree to comply with policies, procedures, requirements as set forth by management

Security Agent
Security Agents will report to the Directors of Retail and Cultivation. They will be charged with the safety of customers, employees, and company property at all times. They will additionally be charged with securing the main entrance to screen for proper identification. Security Agents will monitor the property using line of sight, as well as a video surveillance system that will operate 24 hours a day. Security Agents will oversee the facility to ensure that no unauthorized persons are allowed access to the dispensary at any time. Agents will receive initial and ongoing training to ensure best practices and compliance within 935 CMR 500.

Required experience, qualifications, and education: a minimum of high school graduate or GED, previous experience in unarmed security and/or completion of a comprehensive certification program. Must be able to pass applicable background checks, and agree to comply with all policies, procedures, and requirements as set forth by management.

Cultivation

Director of Cultivation
The Director of Cultivation will drive the long-range strategic planning process for operations by overseeing and managing all production operations, including production itself, and inventory control. The Director of Cultivation will be responsible for the products life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities. Additionally, the Director of Cultivation will be involved in the development of operations-related plans, capacity, budgets, infrastructure, policies and procedures.

Responsibilities will include:

- Hiring, training and managing a cultivation staff to ensure execution of the cultivation schedule, including managers, agents, and assistants
- Planning and executing day to day cultivation operations based on the cultivation schedules and production schedules
- Organizing, executing, and constantly improving cultivation processes and procedures including environmental, feeding, integrated pest management, and pruning
- Staying up to date on the latest indoor cannabis cultivation technology to ensure our facility and processes are as advanced as possible
- Ensuring compliance with quality assurance standards of all cultivation processes
- Helping to select strains based on yield, quality and labor associated
- Identifying and troubleshooting plant related issues in all phases of cultivation
- Developing cultivation KPI's (Key Performance Indicators) with the Cultivation Managers and consistently achieving KPI goals
- Ensuring compliance with all Cannabis Control Commission regulations

Requirements:

- Experience managing of at least 200 kw of indoor cultivation lights
- 5+ years of cannabis cultivation management experience
- Expert level knowledge of all growing mediums (including and especially hydroponic media), nutrient regimens, cultivation methodologies, and environmental requirements.

- Experience managing at least 20 individuals
- Experience cultivating cannabis for commercial production that must pass strict quality control testing for contaminants such as yeast/mold, heavy metals, and bacteria
- Background in botany, horticulture, biology, expert level cannabis cultivation, and/or agricultural science
- Flexible schedule; willing to work long hours and some weekends
- Strong computer/software skills
- 21+ years of age and able to pass a comprehensive background check

Cultivation Manager

The Cultivation Manager position is responsible for leading, directing, and assisting the Director of Cultivation with the processes, procedures and employees at our Cultivation and Packaging facility. The person will coach, develop and manage the locations providing both strategic and tactical direction. The Cultivation Manager is responsible for executing protocols and standard operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. Must maintain cleanliness standards and oversee daily inspections and inventory management. Must be able to maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately. This person must be a hands-on leader who is open to working during all shifts and weekends.

Responsibilities include:

- Perform cloning, transplanting, feeding plants, defoliation, cropping, topping, flushing, foliar and preventative sprays, waste disposal, inspect crops, inventory management, and some post-harvest duties.
- Continue to develop an extensive knowledge base of successful Integrated Pest Management (IPM) strategies.
- Implement our existing, robust cultivation SOPs, and nutrient regiments.
- Operate heavy and light horticultural equipment and machinery.
- Track environmental factors and record data to provide to cultivation staff
- Maintain a clean and organized work environment.
- Perform water, media, and solution sampling and testing procedures.
- Adhere to industry standards and waste disposal procedures set forth by regulatory agencies.
- Aid in oversight of the completion of operations in timely and efficient manner.
- Maintain accurate daily activity records and operation logs as directed using designated software.
- Communicate effectively with supervisors and employees.
- Contribute to a fun, team-oriented, and challenging work environment in an innovative and pioneering atmosphere.
- Contribute and improve upon already-existing operations and processes to improve work-flow, efficiency, and provide constructive feedback and recommendations.
- Comply with all HR policies, including confidentiality and non-disclosure agreements.
- Managing the cultivation operations including supply chain from raw materials to packaged product
- Assist with all construction projects associated with the cultivation
- Provide reports and tracking of all processes including inventory management, and dispensary ordering
- Ability to multi-task and keep projects moving forward even with competing priorities

- Lead a team and provide guidance and direction to Lead staff during Director's absence
- Create an atmosphere of trust and understanding by providing an open environment for employees to express their concerns
- Provide clear direction and guidance to instill a culture of accountability and productivity
- Create and identify drivers and metrics to increase production
- Supporting product delivery process including the ability to transport product
- Ability to support a seven-day operation including holidays
- Strong ability to communicate with all levels of the organization including frontline employees and senior leadership
- Willingness to work in an ambiguous work environment leveraging resources to address problems quickly
- Managing operating costs to ensure profitability
- Adhering to state regulations including maintaining all records within the seed to sale tracking system

Education, Experience and Skills Required:

- Be able to qualify to work in the Massachusetts Cannabis industry.
- Must be 21 years of age or older.
- Must be able to pass a criminal background check
- Must be able to pass a pre-employment drug screening. (A positive test for cannabis will not exclude any candidate)
- Bachelor's degree, with previous experiencing leading multiple teams or previous experience leading a cultivation and production environment in the medical marijuana industry
- Previous experience creating, and managing production schedules and people
- Managing, maintaining and growing positive vendor relationships
- Experience working in Excel including creating detailed reports supporting multiple departments
- Proven ability to lead a team of passionate, trained individuals
- Ability to support multiple organizations and projects with competing priorities and business needs
- Willingness to work, learn and appreciate the complexities of the cannabis industry
- Prior knowledge of soil and hydroponic growing methods including micronutrients, beneficial bacteria, and nutrient implementation, as well as pH, PPM, and EC counts.
- Preferred knowledge of container systems with soil and hydro, as well as understanding temperature and humidity manipulation.
- Preferred knowledge of plant diseases, insects and fungi, as well as plant treatment options.
- Knowledge of large-scale commercial plant cultivation, including nutrient requirements, mediums, light requirements, temperature control, and airflow, etc.
- Knowledge of Horticulture equipment and irrigation systems.
- Capable of performing routine tasks and able to make equipment repairs or notify proper personnel when unable to.

Cultivation Agent

A Cultivation team member will work as part of a team to help maintain a full-cycle indoor Cannabis Production Facility. Cultivation Agents will assist in daily operations related to growing, harvesting, and processing cannabis through the post-harvest process. Cultivation agents will have individual primary focus's including flowering phase plants, vegetative stage plants, cloning/mother room stage plants, and drying/curing plants. The Flower Zone Agent is responsible for executing protocols and standard

operating procedures for all phases of cultivation, including: propagation, vegetative, flowering and harvest. Must maintain cleanliness standards and report any pest or other infestation in a timely manner. Maintain safe working practices and report occurrences of diversion and loss or workplace hazards immediately. Vegetation Agents ensure that the vegetative area is always clean, and all production goals are on schedule. Vegetative agents shall care for all plants in the vegetative growth phase, following precise nutrient regimens and pest-prevention procedures in order to maximize plant health and prepare crops for the flowering phase. The Clone Agent ensures that the demand for new clones of the appropriate strains is propagated in a manner consistent with the CCO's schedule for production.

Duties

- Perform cloning, transplanting, feeding plants, defoliation, cropping, topping, flushing, foliar and preventative sprays, waste disposal, inspect crops, inventory management, and some post-harvest duties.
- Continue to develop an extensive knowledge base of successful Integrated Pest Management (IPM) strategies.
- Implement our existing, robust cultivation SOPs, and nutrient regiments.
- Operate heavy and light horticultural equipment and machinery.
- Track environmental factors and record data to provide to Managers and Head Growers.
- Maintain a clean and organized work environment.
- Perform water, media, and solution sampling and testing procedures.
- Adhere to industry standards and waste disposal procedures set forth by regulatory agencies.
- Aid in oversight of the completion of operations in timely and efficient manner.
- Maintain accurate daily activity records and operation logs as directed using designated software.
- Communicate effectively with supervisors and employees.
- Contribute to a fun, team-oriented, and challenging work environment in an innovative and pioneering atmosphere.
- Contribute and improve upon already-existing operations and processes to improve work-flow, efficiency, and provide constructive feedback and recommendations.
- Comply with all HR policies, including confidentiality and non-disclosure agreements.

Qualifications

- Be able to qualify to work in the Massachusetts Cannabis industry.
- Must be 21 years of age or older.
- Must be able to pass a criminal background check
- General knowledge of cannabis
- Must be able to pass a pre-employment drug screening. (A positive test for cannabis will not exclude any candidate)
- May or may not have prior knowledge of soil and hydroponic growing methods including micronutrients, beneficial bacteria, and nutrient implementation, as well as pH, PPM, and EC counts.
- Preferred knowledge of container systems with soil and hydro, as well as understanding temperature and humidity manipulation.

- Preferred knowledge of plant diseases, insects and fungi, as well as plant treatment options.
- Knowledge of large-scale commercial plant cultivation, including nutrient requirements, mediums, light requirements, temperature control, and airflow, etc.
- Knowledge of Horticulture equipment and irrigation systems.
- Capable of performing routine tasks and able to make equipment repairs or notify proper personnel when unable to.
- Ability to plan ahead, trouble-shoot, anticipate problems, and problem solve.
- Ability to learn new technologies.
- Ability to learn quickly
- Ability to lift 75 lbs and stand for long periods of time.
- Must be punctual and dependable.
- Able to follow directions and ask questions as needed.

ADDITIONAL DUTIES MAY INCLUDE

Harvesting

- Support Staff is responsible for assisting management in harvesting batches on assigned harvest days.
- This includes, but is not limited to: chopping down plants, removing fan leaves and stalk, weighing and recording plant and waste weights, transporting plants to Trim Rooms, keeping plants organized by strain, license and batch ID.

Trimming/Manicuring

- Support Staff is responsible for trimming and manicuring buds.
- This includes, but is not limited to: removing all fan leaves, trimming buds, collecting trim and buds to be processed, and ensuring individual trim and bud containers labeled and organized.

Pre-Roll Cone Production

- Support Staff assists management in processing cannabis into pre-rolled cones.
- This includes, but is not limited to: grinding up product, operating a cone machine, packing Cannabis in to cones by hand, and labeling processed cones.

Cannabis Packaging

- Support Staff is to assist management in packaging processed cannabis into appropriate containers.
- This includes, but is not limited to: weighing out cannabis in designated increments, removing any stem if necessary, labeling and counting processed containers, preparing batches for delivery

Facility Cleaning/Maintenance

- Support Staff assist management in keeping the facility cleaned and maintained.
- This includes, but is not limited to: zone recovery, sweeping, mopping, sanitizing surfaces, etc.

Other

- Regular attendance is expected and is considered an essential function necessary for the efficient operation of the business.
- Other duties as assigned.

Physical Requirements

- Ability to perform the following physical tasks: sitting, standing, stooping, stretching, walking, bending, twisting, reaching, performing repetitive motions, and carrying boxes.
- Standing/sitting for extended periods of time.
- Walking long distances and traveling up flights of stairs.
- Ability to lift 50 lbs. on a regular basis, up to 75 lbs. occasionally.

Training

General

All Employees will undergo a minimum two-week training period on job-related skills and operating procedures, as well as a minimum of 8 hours of ongoing annual training. In addition, Employees will undergo orientation on the general procedures and culture of JOLO CAN LLC (as outlined in the Employee Handbook). This may include, but is not limited to:

- Human Resources and Employee Benefits
- Safety and Security
- Diversity Training (see Diversity Plan)
- Regulations and Compliance
- Diversion Prevention
- Harassment, Bullying
- Incident Reporting
- Communication

Marijuana Establishment Agent

All representatives of the Company required to register as Marijuana Establishment Agents, must complete an approved training program. Marijuana Establishment Agent training programs shall comply with the guidelines specified in 935 CMR 500.105(2), and any other requirements as needed. This may include, but is not limited to, 935 CMR 500.105(3) and 105 CMR 300.000 regarding food handling.

JOLO CAN LLC

Quality Control and Testing Operating Procedures

Version 1.1

Updated 1/28/2019

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1. Overview

JOLO CAN LLC's warehouse will administer strict quality control procedures/policies to ensure compliance in all aspects of our facility. All marijuana will be handled in a safe and sanitary manner. Only the leaves and flowers of the female marijuana plant will be processed following that they are well cured and generally free of stems, seeds, dirt, sand, debris, any foreign matter as well as free of contamination by mold, rot, bacterial diseases, or other fungi, in accordance with 935 CMR 500.105. All marijuana will be processed, prepared, and handled on food-grade stainless steel tables. All marijuana will be processed and packaged in secure areas monitored twenty-four (24) hours a day.

All marijuana and derivative products will be tested prior to manufacturing, extraction production and packaging to ensure contaminant-free purity and potency. An independent laboratory that is accredited according to the International Organization for Standardization (ISO) 17025; or is certified, registered or accredited by an organization approved by CCC will perform testing. Lab testing will analyze the cannabinoid profile of each strain, potency, along with mold, mildew, heavy metals, plant-growth regulators and the presence of non-organic pesticides required by the Commission.

Should a random sample be contaminated, the entire harvest or batch that sample originated from will be quarantined and tested. Batches associated with positive samples will be discarded according to waste disposal protocols. Only independently tested products that meet high quality standards will be dispensed.

Maintaining sanitary Knowing the contents of our cannabis products will help the customer decide which strain is best for his/her needs, while ensuring their best interests while using our products.

2. Safe Handling Procedures

Agents in contact with marijuana or nonedible marijuana products, including cultivation, production, and packaging will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine requirements. At least one on-site person in charge will be a certified food protection manager, through passing a food safety certification test from an accredited program, such as ServSafe or Prometric. The Agent certified food protection manager will be required to renew their certification every five (5) years.

Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:

i. All Agents must wear a disposable protective coverall that will be provided
ii. All Agents must wash and dry hands in the provided facilities' before AND after handling a batch of marijuana or marijuana infused products
iii. Prior to handling marijuana or marijuana infused products agents must apply a new pair of latex free, powder free, nitrile gloves that will be provided
iv. Maintain adequate personal cleanliness as deemed appropriate by management

Function	Purpose	Version	Version Date
Safe Handling Procedure	Personnel Preparation Prior to Handling Marijuana	1.0	January 25, 2019

Purpose

The purpose of this document is to provide Agents with required safety and sanitary considerations, prior to operating within a secured area.

Scope

All Agents required to handle marijuana and/or marijuana-infused products within cultivation, production, and packaging departments.

Other Agents as required by job responsibilities.

Background

Personnel safety and sanitation considerations are imperative to achieving quality control, prevent contamination, promote employee safety, and producing accurate results.

Prerequisites

- One (1) disposable protective coverall
- Handwashing Station
- Hand soap
- One (1) pair latex and powder-free nitrile gloves

Procedure

1. Remove a disposable protective coverall from its sealed packaging, check for holes/tears, and adorn if appropriate.

2. Secure or cover hair with netting or other approved options.

3. Wash hands at handwashing station, using handwashing best practices

    a. Rinse
    b. Lather with hand soap under warm to hot water
    c. Rinse, repeat if necessary
    d. Dry

4. Step both covered feet onto the sanitation mat, ensuring there is an appropriate amount of sanitation solution to cover the soles.

Notes: Procedure to exclude from any operation any person that might be a source of microbial contamination due to a health condition through contact with any material (including components, packaging components, in-process materials, cannabis, cannabis-derived products, and contact surfaces used in manufacturing, packaging, labeling, and holding operations).

Personnel working in an operation (during which adulteration of components, packaging components, cannabis, cannabis-derived products, or contact surfaces could occur), must use hygienic practices to the extent necessary to protect against such contamination of components, packaging components, in-process materials, cannabis, cannabis-derived products, or contact surfaces. These hygienic practices include the following:

- Wearing outer garments in a manner that protects against the contamination of components, packaging components, in-process materials, cannabis, cannabis-derived products, or any contact surface;
- Maintaining adequate personal cleanliness;
- Washing hands thoroughly with soap (and sanitizing if necessary to protect against contamination with microorganisms):
    - Before starting work;
    - After using the restroom; and
    - At any other time when the hands may have become soiled or contaminated;
- Removing all unsecured jewelry and other objects that might fall into components, packaging components, cannabis, cannabis-derived products, equipment, or packaging, and removing hand jewelry that cannot be adequately cleaned during periods in which components, packaging components, in-process materials, cannabis, or cannabis-derived products are manipulated by hand.
    - If hand jewelry cannot be removed, it must be covered by material that is maintained in an intact, clean, and sanitary condition and that effectively protects against contamination of components, packaging components, in-process materials, cannabis, cannabis-derived products, or contact surfaces;
- Maintaining gloves used in handling components, packaging components, in- process materials, cannabis, or cannabis-derived products in an intact, clean, and sanitary condition. The gloves should be of an impermeable material;
- Wearing, where appropriate, in an effective manner, hair nets, caps, beard covers, or other effective hair restraints;
- Not storing clothing or other personal belongings in areas where components, packaging components, in-process materials, cannabis, cannabis-derived products, or any contact surfaces are exposed or where contact surfaces are washed;
- Not eating food, chewing gum, drinking beverages, using e-cigarettes or vaporizers, or using tobacco products in areas where components, packaging components, in-process materials, cannabis, cannabis-derived products, or any contact surfaces are exposed, or where contact surfaces are washed;
- Taking any other precautions necessary to protect against the contamination of components, packaging components, in-process materials, cannabis, cannabis-derived products, or contact surfaces with microorganisms, filth, or any other extraneous materials, including perspiration, hair, cosmetics, tobacco, chemicals, and medicines applied to the skin;

- Taking all precautions necessary to maintain the security of the physical plant, to prevent unauthorized access to controlled access areas, and to maintain strict control of in-process materials, cannabis, cannabis-derived products, and cannabis waste; and
- Entering controlled access areas only as authorized by supervisory personnel.

3. Sealing Product

Each batch of cannabis must be sealed and stored after it has dried and cured in order to maintain optimal moisture content. The processing team will seal each batch of dried and cured cannabis through the following process:

Materials for Sealing: Vacuum, cannabis containers, large capacity scale

a. Prepare a sample from each batch prior to sealing. See testing.
b. Place empty storage vessel on scale and determine tare weight.
c. Fill vessel with cannabis.
d. Record weight and location of cannabis in the SIS.
e. Label container with batch, strain, and weight.
f. Place lid tightly on container.
g. Insert vacuum into insertion hole on container lid.
h. Turn on vacuum for the appropriate amount of time to remove all air from the vessel.

4. Testing

After curing and before any processing or packaging, the processing manager shall make samples from each batch available to a laboratory for testing.

The sample shall be weighed, RFID scanned, and all data shall be recorded on the SIS prior to be removed from the secured curing area.

The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach.

The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN.

Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a distribution facility prior to the time that the laboratory has provided those results, in writing, to the Cultivation Center management team.

If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the Cultivation Center's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste.

As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging and labeling for transport and sale to a distribution facility.

An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. These results will also be sent to Cultivation Center staff within the same time frame. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed.

The Cultivation Center compliance manager will provide test results for each batch of cannabis used in any product purchased by a distribution facility to that distribution facility to be made available upon request to all qualifying patients, primary caregivers, and any physician who has certified a qualifying patient.

The Cultivation Center shall not release or sell any part of a lot of usable cannabis until all required assurance testing has been completed. All cannabis is to be held in the secured pre-testing storage vault while awaiting test results.

In accordance with 935 CMR 500.140(9) , Marijuana Product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

5. Post Testing

The compliance manager will review all test results and determine if a batch is to be released or disposed of. Those results shall then be sent to the processing manager who will re-check test results with the compliance manager's findings and respond accordingly. All batches that do not meet the approved standards of the state and local authorities will be immediately disposed of following the green waste disposal procedure and tracked by scanning the RFID and all pertinent data and recording in the SIS. All approved batches will be RFID scanned and all pertinent data will be recorded into the SIS and then scheduled for further processing.

6. Packaging

All batches that have been approved for processing will be packaged within three working days and RFID scanned and moved to secure post-testing storage; location and all pertinent data will be logged into the SIS. The processing manager will plan and oversee all packaging procedures.

Function	Purpose	Version	Version Date
Safe Handling Procedure	Packaging	1.0	January 25, 2019

Purpose

This document will layout safe handling practices during the packaging phase of processing marijuana and marijuana-derived products.

Scope

This procedure follows the "Personnel Preparation Prior to Handling" procedures for the function of packaging marijuana and marijuana-derived products.

Where appropriate, the packaging and/or labeling protocol may be combined with the manufacturing protocol for the product.

Background

Maintaining strict standards during the packaging phase leads directly to stable inventory, quality, and loss prevention.

Prerequisites

- Air Compressor and hose with nozzle
- End packaging materials
- Marijuana or marijuana-derived product
- Scales
- Labeling printer
- METRC batch tags
- Secured trim collection bin
- Manicuring shears or other applicable handling tools

Procedure

- Identify the product to be packaged and/or labeled;
- Identify each packaging component to be used
- Provide a specimen of the label and other labeling to be used, or a cross-reference to the labeling (such as by label number and version number);
- Provide a statement of the acceptable maximum and minimum percentages of theoretical yield; and
- Perform inspection of packaging and labeling equipment before and after use to assure that all products and packaging and labeling materials from previous operations have been removed;
- Issue labels and labeling to a packaging and/or labeling batch;
- Carefully examine labeling issued to each batch prior to use, to ensure conformity to the labeling specified in the packaging and/or labeling protocol;

Cannabis to be packaged without undergoing manufacturing to a cannabis-derived product must be received, identified, stored, handled, sampled, reviewed, and approved or rejected.

Packaging components must be specified as necessary to ensure the identity, purity, strength, and composition of the packaged products. Packaging components that may come into contact with products must be safe and suitable for their intended use and must not be reactive or absorptive or otherwise affect the safety, purity, or quality of the product. Use of compressed air shall be used to dust the contact surfaces prior to packaging.

Labels and other packaging components must be received and stored pending approval as follows:

- Upon receipt and before acceptance, each container or grouping of containers of packaging components must be visually examined for appropriate labeling of contents, container damage or broken seals, and contamination, to determine whether the container condition may have resulted in contamination or deterioration of the packaging components; and
- The supplier's documentation for each shipment must be examined to ensure the packaging components are consistent with what was ordered.
- Each container or grouping of containers for packaging components must be identified with a lot or control number in each shipment received, which allows the lot to be traced backward to the supplier, the date received, and the name of the component; and forward to the product batches packaged or labeled using the lot. This code must be used in recording the disposition of each lot.
- Labels and other packaging components must be stored under quarantine until they have been examined and approved or rejected by quality control personnel.

Packaging components must be approved or rejected as follows:

- Each lot of packaging components must be withheld from use until the lot has been reviewed and released for use by the quality control personnel.
- Compliance of the lot with established specifications must be ensured through examination of the components received, and/or review of the supplier's documentation.
- Any shipment of a packaging component that meets its specifications may be approved and released for use by quality control personnel.
- Any packaging component that does not meet its specifications, including any incorrect labels, must be rejected by quality control personnel, unless quality control personnel approve a treatment or other deviation that will render the packaging component suitable for use, and will ensure the product batches packaged and labeled with the affected component will meet all specifications for identity, purity, strength, composition, packaging, and labeling and will not be otherwise contaminated or adulterated. Any such treatment or other deviation must be documented, justified, and approved by quality control personnel.

The packaging and/or labeling operation must prepare a packaging and/or labeling batch record for each batch or lot of product packaged and/or labeled by the operation. Where appropriate, the packaging and labeling batch record may be combined with the manufacturing batch record for the batch or lot.

The packaging and/or labeling batch record must:

- Cross-reference or reproduce the appropriate packaging and/or labeling protocol; and
- Form a complete record of the packaging and/or labeling and sampling of the batch.

The packaging and/or labeling batch record must include, as applicable to the process:

- Identity of the product;
- Batch, lot, or control number of the product;
- Packaging and/or labeling batch size;
- For each packaging component used in production of the batch:
    - Identity of each packaging component
    - Batch, lot, or control number of each packaging component used in the batch;
    - Quantity of each lot of packaging components used, including the unit of measure.
- Date(s) on which, and where applicable the time(s) at which, each step of the packaging and/or labeling protocol was performed;
- Identity of packaging lines and major equipment used in packaging and/or labeling the batch;
- Date and time of the maintenance, cleaning, and/or sanitizing of the packaging lines and major equipment used in packaging and labeling of the batch, or a cross-reference to records, such as individual equipment logs, where this information is recorded;
- If packaging or labeling of the batch uses equipment or instruments requiring periodic calibration, inspection, or verification, the date and time of the last calibration, inspection, or other verification of instruments or equipment or the date on which such is next due; or a cross-reference to records, such as individual equipment logs, where this information is recorded;
- Statement of the actual yield and a statement regarding whether the actual yield is within the acceptable range of the theoretical yield at the end of packaging and/or labeling;
- When the actual yield falls outside the allowed limits, quality control personnel must conduct an investigation of the batch and determine, to the extent possible, the source of the discrepancy. The deviation must be documented, explained, and approved by quality control personnel.
- Label reconciliation
- Records of any labeling scrap or cannabis waste generated during packaging and/or labeling of the batch;
- Identity of each person performing each process step in packaging and/or labeling of the batch, including but not limited to:

- Inspecting labels and other packaging components to ensure suitability and correctness prior to use in the batch;
- Inspecting packaging and labeling areas before and after use;
- Reconciling label issuance and usage and verifying the reconciliation of label issuance and usage;
- Examining packaged and labeled products to ensure proper labeling and coding;
- Performing any other checks or verifications in packaging and/or labeling of the batch as needed; and
- Releasing the batch from one stage of packaging and/or labeling to the next.

All data in the packaging and/or labeling batch record must be recorded at the time at which each action is performed.

Printing devices located on, or associated with, production lines must be monitored to assure that all printing conforms to the requirements of the packaging and/or labeling protocol when used to imprint labeling or coding directly on the following:

- Primary packaging for the product; or
- Secondary packaging (e.g., a case containing several individual packages of product).

Packaging and labeling operations must reconcile the quantities of labels or labeling issued, used, and returned to storage.

Narrow limits for the labeling reconciliation must be established, based where possible on historical operating data, for the amount of allowed variation in the labeling reconciliation.

When a labeling reconciliation falls outside the allowed limits, quality control personnel must conduct an investigation of the batch and determine, to the extent possible, the source of the discrepancy. The deviation must be documented, explained, and approved by quality control personnel.

Labeling reconciliation is waived for cut or roll labels if a 100-percent examination for correct labels is performed, either manually or by appropriate electronic or electromechanical equipment during or after completion of finishing operations.

All excess labeling bearing batch, lot, or control numbers must be destroyed.

Care must be taken when returning labeling to storage, to prevent mix-ups and ensure proper identification.

Representative and reserve samples of each batch or lot of retail packaged and/or labeled product must be collected.

The completed packaging and/or labeling batch record for each batch or lot must be reviewed and signed by quality control personnel to determine compliance with all applicable

specifications and other requirements of the packaging and/or labeling protocol before a batch or lot is approved.

Packaged or labeled product which fails to meet its packaging or labeling specifications or other packaging requirements must be rejected, unless quality control personnel approve repackaging, relabeling, or other deviation that will ensure the product batch or lot will meet all packaging and labeling specifications and other packaging requirements, and will not be otherwise contaminated or adulterated. Any such repackaging, relabeling, or other deviation must be documented, justified, and approved by quality control personnel.

Each packaged and labeled product must bear on the label of its primary packaging:

1. Name and place of business of the manufacturer or distributor;
2. Identity of the product;
3. Net quantity of contents in terms of weight, numerical count, or other appropriate measure;
4. A batch, lot, or control number;
5. Either a production date or an expiration date.
6. Products capable of supporting the rapid and progressive growth of infectious, toxigenic, or spoilage microorganisms must bear a "use by” date and/or a “freeze by" date. Any shelf life or expiration period indicated on the label of an edible product must be supported by appropriate data;
7. Instructions for use, including any types of compliant individuals for whom the product is recommended, as appropriate;
8. Appropriate warnings for use, including any types of compliant individuals for whom the product is contraindicated;
9. Instructions for appropriate storage; and
10. Any other statements or information required by state regulators.
11. For edible products, each product label must contain a "Product Facts" box listing quantitative content and nutrient information relevant to the product, as applicable to the product’s content. Examples of fields potentially included are:
    a. Cannabis ingredient;
    b. Cannabinoid and/or terpenoid content;
    c. Total calories and fat calories
    d. Total fat, saturated fat, and trans fat
    e. Cholesterol
    f. Sodium
    g. Total carbohydrates
    h. Dietary fiber
    i. Sugars
    j. Protein
    k. Vitamin A, vitamin C, calcium, and iron

Components, packaging components, in-process materials, and products must at all times be handled, stored, and distributed in a manner to avoid deterioration, prevent contamination, and avoid mix-ups.

Where necessary, appropriate conditions of temperature, humidity, and light must be established and maintained so that the identity, purity, strength, and composition of components, in-process materials, and products are not affected and that adulteration is prevented.

Containers of components, packaging components, in-process materials, and product must be stored off the floor and suitably spaced to permit cleaning and inspection.

Components, in-process materials, and products that can support the rapid growth of microorganisms of public health significance must be held in a manner that prevents them from becoming adulterated.

Labels, labeling, cannabis, cannabis-derived products, and cannabis waste must be stored in a controlled access area.

Components, packaging components, and products must be used or distributed in a manner whereby the oldest batches or lots are used or distributed first. Deviation from this requirement is permitted if such deviation is temporary and appropriate.

7. Final Weight

Before packaging, the entire batch will be weighed. The processing team will then package the entire batch into pre-determined weights. After the weighing process, the processing team will determine a final weight for each individual package and the cumulative weight of all packages will be compared to that of the entire batch weight. The processing manager will check each batch to ensure there are no discrepancies between the cumulative package weight and the entire batch weight. If there are any discrepancies in weight, the processing manager will alert the compliance manager and investigate the matter until it is resolved. All data shall be recorded and entered into the SIS.

8. Pre-determined Weights

Each batch will be weighed and individually sorted into a variety of pre-determined weights.

9. Packaging Container Specifications

All usable cannabis shall be packaged in child-resistant packaging, in accordance with 500 CMR regulations regarding packaging standards. All containers used for packaging usable cannabis shall protect the contents from contamination, be approved for food storage, and will not impart any toxic or deleterious substance to the usable cannabis or cannabis product.

10. Transportation

All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety and quality control will be adequately equipped as necessary to provide adequate temperature control to prevent the marijuana products or

edibles from changing state and/or becoming unsafe during transportation, consistent with applicable requirements pursuant to United States 21 CFR 1.908(c).

11. Sanitization

The Team Captains are responsible for implementing and daily monitoring of Sanitation SOP and recording the findings and any corrective actions. The Team Captains are responsible for training and assigning specific duties to other employees and monitoring their performance within the Sanitation SOP. All records, data, checklists, and other information pertaining to the Sanitation SOP will be maintained on file and made available to inspection personnel. Employees must be trained, free from illness, practice good hygiene; wear durable, appropriate and clean clothing and adhere to written standards and procedures.

Facility walls, floors, and ceilings must be cleaned and sanitized as necessary in order to remove contaminants, adulterants and harmful substances. Cleaning implies freedom from visible soil, while sanitation refers to the removal of bacteria. Cleanliness may be visually verified by the use of a flashlight or physically verified by sight, feel and smell.

Pursuant to Massachusetts 935 CMR 500.105(3), all contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

I. Cultivation- Preoperational/Operational Sanitization, Equipment & Facility Cleaning Objective

1. All equipment will be cleaned, and sanitized before placing any plants into propogative equipment, vegetative staging, or flowering staging.
    A. Establishment sanitary procedure for cleaning and sanitizing equipment.
        a. All equipment will have product debris removed.
        b. Equipment will be rinsed and thoroughly scrubbed with water to remove remaining debris.
        c. An approved cleaner will be applied to equipment and properly cleaned.
        d. Equipment will be sanitized with approved sanitizer and rinsed with potable water.
        e. The equipment is reassembled.
    B. Implementing, Monitoring and Recordkeeping
    Team Captains perform daily sanitation inspection after preoperational equipment cleaning and sanitizing. The results will be recorded on a form specific to location and time. If found to be acceptable, the appropriate line will be checked. If corrective actions are needed, such actions will be documented.
    C. Corrective Actions
    If Team Captains determine that the equipment or cultivation area does not pass examination; the cleaning procedure and inspections are repeated. The Team Captains monitor the cleaning of the equipment on hand and retrains employees if necessary. Corrective actions are recorded and logged.

2. Cleaning of Cultivation Facilities including floors, walls, and ceilings.
    A. Cleaning procedures:
        a. Debris is swept up and discarded.
        b. Facilities are rinsed with potable water.
        c. Facilities are cleaned with approved cleaner.
        d. Facilities are rinsed with potable water.
    B. Floors and walls are inspected by Team Captains twice daily and cleaned as necessary. Floors and Walls are cleaned before each new cycle of plant growth in any and all cultivation areas. Ceilings are cleaned as needed.
    C. Establishment monitoring
    The Team Captain performs daily organoleptic inspection before operation begins. Results are recorded on a daily operations form.
    D. Corrective Actions
    When the Team Captain finds that the facilities do not pass sanitization inspection; the cleaning procedures and inspections are repeated. The Team Captain inspects the cleaning of the facilities and retrains employees as needed. Corrective action to prevent direct product contamination or adulteration are Recorded on Pre-operational sanitation forms.

II. Trim, Packaging and Drying/Curing Rooms- Preoperational/Operational Sanitization Objective

1. All equipment will be cleaned, and sanitized before bringing any plant material into the area. Drying and Curing rooms will not be cleaned and/or sanitized with any products while plant material is present in the room.
    A. Establishment sanitary procedure for cleaning and sanitizing equipment.
        a. All equipment will have product debris removed.
        b. Equipment will be rinsed and thoroughly scrubbed with water to remove remaining debris.
        c. An approved cleaner will be applied to equipment and properly cleaned.
        d. Equipment will be sanitized with approved sanitizer and rinsed with potable water.
        e. The equipment is reassembled.
    B. Implementing, Monitoring and Recordkeeping
    Team Captains perform daily sanitation inspection after preoperational equipment cleaning and sanitizing. The results will be recorded on a form specific to location and time. If found to be acceptable, the appropriate line will be checked. If corrective actions are needed, such actions will be documented.
    C. Corrective Actions
    If Team Captains determine that the equipment or cultivation area does not pass examination; the cleaning procedure and inspections are repeated. The Team Captains monitor the cleaning of the equipment on hand and retrains employees if necessary. Corrective actions are recorded and logged.

2. Cleaning of Trimming, Packaging, and Drying/Curing Facilities including floors, walls, and ceilings.
    A. Cleaning procedures:
        a. Debris is swept up and discarded.
        b. Facilities are rinsed with potable water.
        c. Facilities are cleaned with approved cleaner.
        d. Facilities are rinsed with potable water.
    B. Floors and walls are inspected by Team Captains twice daily and cleaned as necessary. Floors and Walls are cleaned before each new cycle of drying in any and all drying/curing areas. Ceilings are cleaned as needed.
    C. Establishment monitoring
    The Team Captain performs daily sanitization inspection before operation begins. Results are recorded on a daily operations form.
    D. Corrective Actions
    When the Team Captain finds that the facilities do not pass sanitization inspection; the cleaning procedures and inspections are repeated. The Team Captain inspects the cleaning of the facilities and retrains employees as needed. Corrective action to prevent direct product contamination or adulteration are Recorded on Pre-operational sanitation forms.

Function	Purpose	Version	Version Date
Safe Handling Procedure	Sanitization of Contact Surfaces	1.0	January 25, 2019

Purpose

This document shall describe how to properly maintain and sanitize surfaces and equipment that come into contact with marijuana and marijuana-derived products.

Scope

All non-disposable contact surfaces as necessary, including but not limited to:

- Countertops and other stainless steel surfaces
- Storage containers
- Scales
- Utensils
- Glassware
- Machinery and appliances

Background

Proper sterilization of contact surfaces will ensure a clean environment, in which to produce and process high-quality, compliant products. Additionally, proper sanitization prevents contamination and promotes extended service-life of hardware.

Prerequisites

- Sanitizing agent registered by the US Environment Protection Agency (EPA)
- Latex and powder-free nitrile gloves
- Eye and mouth protection, if necessary
- Access to running water
- Clean towel or chamois
- Clean spray bottle

Procedure

1. Dilute sanitizing agent as directed and put in spray bottle

2. Spray directly into a clean towel or chamois

3. Wipe and remove debris and other substances from contact surface

4. Repeat as necessary

5. If applicable, soak the utensil or other contact surface in sanitizing agent and let sit prior to wiping and rinsing.

6. Wipe clean and let air dry

Note: some hardware and appliances will require specialized care, see hardware maintenance guide for details

All contact surfaces used for manufacturing, packaging, or holding low-moisture components, in-process materials, or cannabis or cannabis-derived products, must be in a dry and sanitary condition when in use. When the surfaces are wet-cleaned, they must be sanitized, when necessary, and thoroughly dried before subsequent use.

When cleaning and sanitizing is necessary, all contact surfaces must be cleaned before use and after any interruption during which the contact surface may have become contaminated.

If contact surfaces are used in a continuous production operation or in consecutive operations involving different batches of the same product, the contact surfaces must be adequately cleaned and sanitized, as necessary.

Surfaces that do not come into direct contact with components, packaging components, in-process materials, or cannabis or cannabis-derived products must be cleaned as frequently as necessary to protect against contaminating components or products.

Disposable materials must be stored in appropriate containers, and handled, dispensed, used, and disposed of in a manner that protects against contamination of components, packaging components, in-process materials, cannabis or cannabis-derived products, or any contact surface.

Cleaning compounds and sanitizing agents must be adequate for their intended use and safe under their conditions of use and include an EPA number.

Cleaned and sanitized portable equipment and utensils that have contact surfaces must be stored in a location and manner that protects them from contamination.

12. Water Treatment

In Accordance with 935 CMR 500.105 (3), water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines.

III. Reverse Osmosis
    i. Water used for cultivation procedures will be treated using a reverse osmosis system. Reverse Osmosis (RO) is a liquid purification process by which water is passed through semi-permeable membrane that blocks most dissolved or suspended contaminants
IV. Two Stage Filtration
    i. . Water used for preparation of marijuana and marijuana products will be de-chlorinated and filtered using a 2-stage filter.

JOLO CAN LLC

Diversity Plan Proposal

Version 1.4

Updated November 14, 2019

Foreword

Note Regarding D/B/A Registration: JOLO CAN LLC ("JOLO CAN") has filed three applications with the Cannabis Control Commission ("Commission") – MCN281502, MPN281369, and MRN281308 – related to a vertically-integrated, adult-use marijuana facility to be located at 80 Eastern Avenue in Chelsea, MA. On July 2, 2019, JOLO CAN received notices from the Commission requesting that it list "Harbor House Collective" as a D/B/A in its applications, or, alternatively, remove references thereto from its Diversity and Positive Impact Plans. As explained in the Business Plan submitted with each application, JOLO CAN is interested in registering and doing business as Harbor House Collective. JOLO CAN has not registered this D/B/A with the City of Chelsea because it has not yet received a Certificate of Occupancy for the 80 Eastern Avenue property. Accordingly, JOLO CAN is resubmitting its Diversity and Positive Impact Plans, which now reflect the name of the applicant (JOLO CAN) instead of its anticipated D/B/A (Harbor House Collective).

Background

JOLO CAN LLC is committed to developing and maintaining a robust policy of inclusivity and diversity at its Chelsea facility. As part of that commitment, JOLO CAN LLC recognizes that diversity in the workforce is a critical aspect of a company's contribution to Chelsea and the surrounding communities. JOLO CAN LLC is dedicated to fostering a diverse culture and pledges to promote equity among all employees, including minorities, women, veterans, people with disabilities, and members of LGBTQIA+. JOLO CAN LLC will make every effort to employ and advance employment in qualified and diverse people at all levels within the company.

Diversity Goals

JOLO CAN LLC will promote equity and accessibility through intercultural outreach and a commitment to a diverse and representative workforce. JOLO CAN LLC will develop and maintain an inclusive working environment though its: 1) hiring practices; 2) employee retention and advancement policies; and 3) employee training (including regular training for all executives).

Diversity Programs

At the forefront of JOLO CAN LLC's diversity initiatives is the Leadership and Education training program. The goal of which, is to empower and educate our employees belonging to disproportionately represented demographics (such as minorities, women, veterans, people with disabilities, and members of LGBTQIA+). The aim of the program is to broaden their knowledge of the industry and provide them with the tools to succeed and advance.

Two employees will be granted this opportunity annually. Through an exhaustive 4 week series of lectures and demonstrations, applicants are given the opportunity to learn about the adult-use industry from seed to sale and gain practical experience. Subject matter includes but is not limited to:

I. Introduction to Cannabis
II. Terminology and Origins
III. Safety and Compliance
IV. Genetic Variety
V. Cannabinoids, Terpenes, and Effects
VI. Introduction to Cultivation
    a. The JOLO CAN LLC Method
VII. Drying/Curing
VIII. Packaging and post-processing
IX. Introduction to Manufacturing
    a. Methods
X. Introduction to Retail
    a. Inventory Management
    b. Compliance
    c. Sales

At the conclusion of the training, participants will be given guidance and mentoring in order to further their careers at JOLO CAN LLC and/or the industry at large. Exemplary completion of the program will be given prioritized consideration for advancement opportunities and leadership roles. With education and experience, training program members will gain a greater understanding of the industry and JOLO CAN LLC, and in turn further their success in their current roles and provide equitable growth.

JOLO CAN LLC will be holding/participating in bi-annual local job fairs and seeking out diverse individuals for employment opportunities through affiliations with community organizations such as the Chelsea Chamber of Commerce and the Chelsea Cultural Council. Leveraging the significant networks of such organizations will develop a pipeline of qualified and diverse individuals seeking employment in Massachusetts' nascent cannabis industry. JOLO CAN LLC will offer career counseling and training to provide all employees with equal opportunity for growth.

JOLO CAN LLC will also implement a diversity training program and policy for all employees, including upper management. In particular, JOLO CAN LLC will require all new employees to undergo diversity awareness training in accordance with industry best practices. JOLO CAN LLC will seek to deploy annual online training to its employees and executives to cover topics such as:

- Race, language, culture

- Gender, sexual orientation
- Religion
- Age
- Disabilities
- Physical appearance
- Other forms of harassment
- Incident reporting

Diversity Measurement

The Leadership and Education training program will be measured and assessed by the number of qualified (from aforementioned demographics) applicants to the program versus the overall number of qualified employees. JOLO CAN LLC seeks for:

- Initial participation of 10% of total qualified applicants
- Growing participation with a goal of 25% or more of total qualified applicants
- Further training program spots made available as needed

Given the expectation of training program participants to be qualified for advancement in their roles, all role changes and promotions at JOLO CAN LLC will be noted whether candidates were training program participants and used to assess the program's effectiveness in advancement.

JOLO CAN LLC will record and document its participation/hosting of local job fairs. This process will include following-up with individuals from diverse backgrounds who express interest in employment opportunities at JOLO CAN LLC. JOLO CAN LLC will document how many of these individuals from diverse backgrounds ultimately apply for either full-time positions or internships positions. This documentation will enable JOLO CAN LLC to measure its reach into the local community and also actively identify individuals from diverse backgrounds for open positions within the company.

JOLO CAN LLC's long-term goal is a minimum of 51% diverse (i.e., minorities, women, veterans, people with disabilities, and LGBTQIA+ individuals) individual employment across the entire company by year 5 of operations. The Human Resources Manager will oversee progress toward this long-term hiring goal by obtaining, at least annually, employee biographical data through self-identifying surveys. This will permit the Human Resources Admin to measure JOLO CAN LLC's progress toward its diversity hiring goals. The Human Resources Admin will annually report progress to the executive team and ensure that JOLO CAN LLC meets its long-term diversity hiring goal. Furthermore, the Human Resources Admin is responsible for ensuring that JOLO CAN LLC meets the following intermediate goals in years 1-4 of operation:

Commencement of Operations: minimum 25% diverse individual employment.

End of Year 1: minimum 30% diverse individual employment.

End of Year 2: minimum 35% diverse individual employment.

End of Year 3: minimum 40% diverse individual employment.

End of Year 4: minimum 45% diverse individual employment.

These short-term metrics and oversight by the Human Resources Admin will ensure that JOLO CAN LLC is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if intermediary targets are not met.

Diversity Plan Acknowledgments

JOLO CAN LLC pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. JOLO CAN LLC likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by JOLO CAN LLC will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.