



# Massachusetts Cannabis Control Commission

## Marijuana Courier

### General Information:

**License Number:** DO100119  
**Original Issued Date:** 07/15/2021  
**Issued Date:** 07/15/2021  
**Expiration Date:** 07/15/2022

## MARIJUANA COURIER PRE-CERTIFICATION NUMBER

**Marijuana Courier Pre-Certification Number:**

## ABOUT THE MARIJUANA COURIER LICENSEE

**Business Legal Name:** Major Bloom, LLC

**Phone Number:** 857-445-5232  
**Email Address:** licensing@themajorbloom.com

**Business Address 1:** 76 Millbury Street  
**Business City:** Worcester  
**Business State:** MA  
**Business Zip Code:** 01610

**Business Address 2:**  
**Mailing Address 1:** 76 Millbury Street  
**Mailing City:** Worcester  
**Mailing State:** MA  
**Mailing Zip Code:** 01610

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Not a DBE

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

### Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 49  
**Percentage Of Control:** 49

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

**First Name:** Laury  
**Last Name:** Lucien  
**Suffix:**

**Gender:** Female  
**User Defined Gender:**

**What is this person's race or ethnicity?:** Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

**Specify Race or Ethnicity:**

### Person with Direct or Indirect Authority 2

**Percentage Of Ownership:** 49  
**Percentage Of Control:** 49

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

**First Name:** Ulysses  
**Last Name:** Youngblood  
**Suffix:**

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 2

Percentage Of Control: 2

Role: Owner / Partner

Other Role:

First Name: Valentin

Last Name: Faybushevich Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership:

Percentage Of Control:

Role: Employee

Other Role:

First Name: Jerome

Last Name: Hanley Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: Laury

Owner Last Name: Lucien

Owner Suffix:

Entity Legal Name: Albert Einstone's LLC

Entity DBA:

Entity Description: Business entity granted a temporary approval to cultivate, manufacture, and distribute cannabis in Los Angeles, CA.

Entity Phone: 213-590-5920

Entity Email:  
ty@alberteinstones.com

Entity Website:

Entity Address 1: 2353 East Olympic Blvd

Entity Address 2:

Entity City: LA

Entity State: CA

Entity Zip Code: 90021

Entity Country: USA

Entity Mailing Address 1: 2353 East Olympic Blvd

Entity Mailing Address 2:

Entity Mailing City: LA

Entity Mailing State: CA

Entity Mailing Zip Code: 90021

Entity Mailing Country:  
USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Laury

Last Name: Lucien

Suffix:

**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 2**

**First Name:** Ulysses      **Last Name:** Youngblood      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 3**

**First Name:** Valentin      **Last Name:** Faybushevich      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 4**

**First Name:** Jerome      **Last Name:** Hanley      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 5**

**First Name:** Laury      **Last Name:** Lucien      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 6**

**First Name:** Ulysses      **Last Name:** Youngblood      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 7**

**First Name:** Valentin      **Last Name:** Faybushevich      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 8**

**First Name:** Jerome      **Last Name:** Hanley      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Worcester      **Marijuana Establishment State:** MA

**Individual 9**

**First Name:** Laury      **Last Name:** Lucien      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 10**

**First Name:** Ulysses      **Last Name:** Youngblood      **Suffix:**  
**Marijuana Establishment Name:** Major Bloom, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Attleboro      **Marijuana Establishment State:** MA

**Individual 11**

**First Name:** Valentin      **Last Name:** Faybushevich      **Suffix:**

Marijuana Establishment Name: Major Bloom, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Attleboro Marijuana Establishment State: MA

Individual 12

First Name: Jerome Last Name: Hanley Suffix:  
Marijuana Establishment Name: Major Bloom, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Attleboro Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 76 Millbury St. Establishment Address 2:  
Establishment City: Worcester Establishment Zip Code: 01610  
Approximate square footage of the establishment: 5000 How many abutters does this property have?: 43  
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Delivery - Statement of Plan to Comply with Worcester Zoning Ordinance §17-10.15(F).pdf	pdf	5f552760716d401bf8d4c83e	09/06/2020
Certification of Host Community Agreement	Delivery HCA Certification 1-27-2021 .pdf	pdf	602b10cd10e86b36bb897451	02/15/2021
Community Outreach Meeting Documentation	2-25-21 Outreach Meeting Attestation_Redacted.pdf	pdf	6053e356e5be0207aec723a8	03/18/2021

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.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	15. Positive Impact Plan Worcester - Delivery.pdf	pdf	5f5528cd716d401bf8d4c844	09/06/2020

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:  
First Name: Laury Last Name: Lucien Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:  
First Name: Ulysses Last Name: Youngblood Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 3

Date generated: 03/01/2022

**Role:** Owner / Partner                      **Other Role:**  
**First Name:** Valentin                      **Last Name:** Faybushevich   **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Individual Background Information 4**

**Role:** Employee                              **Other Role:**  
**First Name:** Jerome                      **Last Name:** Hanley   **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**ENTITY BACKGROUND CHECK INFORMATION**

No records found

**MASSACHUSETTS BUSINESS REGISTRATION**

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA ATTESTATION.pdf	pdf	602b21eb4cfbf7366ef3f25e	02/15/2021
Department of Revenue - Certificate of Good standing	2-17-21 TAX COGS Major Bloom llc .pdf	pdf	6053e470021c1507b39811a2	03/18/2021
Secretary of Commonwealth - Certificate of Good Standing	2-18-21 COGS Major Bloom LLC.pdf	pdf	6053e4864c3a6c079db3d494	03/18/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	9-2018 Major Bloom LLC - Operating Agreement (2:21 amend).pdf	pdf	602b11a110e86b36bb897455	02/15/2021
Articles of Organization	Certificate of Org and Statement regarding members and managers.pdf	pdf	602b206e72b5633675944a74	02/15/2021

**Massachusetts Business Identification Number:** 001340459

**Doing-Business-As Name:**

**DBA Registration City:**

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Major Bloom - Plan to Obtain Liability Insurance.pdf	pdf	5f32f0cba23bf5686067a852	08/11/2020
Business Plan	Delivery Business Plan 2020 V2.pdf	pdf	5f4975285330a107b966e12f	08/28/2020
Proposed Timeline	Delivery Project Timeline - 76 Millbury Street - Worcester MANUF Timeline.pdf	pdf	6053e4c3a9f50407ba30bbba	03/18/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	1. Delivery Security Plan V2.pdf	pdf	5f32f74a9d93706859d9fe10	08/11/2020
Prevention of diversion	2. Delivery Prevention of Diversion Policy and Procedures.pdf	pdf	5f32f75aca23a6644a5890c6	08/11/2020
Inventory procedures	5. DELIVERY - Inventory Policy and Procedures.pdf	pdf	5f32f7dd0754a56476284eca	08/11/2020
Delivery procedures	6. Delivery Operating Procedures.pdf	pdf	5f32f7ef193ee2646b47ac68	08/11/2020
Quality control and testing procedures	7. DELIVERY Quality Control and Testing V3.pdf	pdf	5f32f8080f92b46881faf03f	08/11/2020
Personnel policies	8d employee dismissal for diversion or other act .pdf	pdf	5f32f8448093f4686f9c9f24	08/11/2020
Dispensing procedures	Major Bloom - Delivery Dispensing Procedures.pdf	pdf	5f32f86a8093f4686f9c9f28	08/11/2020
Record-keeping procedures	DELIVERY Record Keeping Policy & Procedures.pdf	pdf	5f32f87724445b68a61fe94b	08/11/2020
Maintenance of financial records	Policies and Procedures for Maintenance of Financial Records.pdf	pdf	5f32f889a23bf5686067a880	08/11/2020
Qualifications and training	QUALIFICATIONS AND TRAINING POLICY AND PROCEDURES.pdf	pdf	5f32f89a64c153689b94a398	08/11/2020
Energy Compliance Plan	Delivery Energy Efficiency Plan.pdf	pdf	5f32f8b4a23bf5686067a886	08/11/2020
Storage of marijuana	5. Delivery Storage of Marijuana V2.pdf	pdf	5f497577943819084092619e	08/28/2020
Transportation of marijuana	6. DELIVERY - Transportation Policy and Procedures.pdf	pdf	5f49759c7116b407de655546	08/28/2020
Inventory procedures	7. DELIVERY Inventory Policy and Procedures.pdf	pdf	5f4975b7971c7c07c0436ed1	08/28/2020
Dispensing procedures	Major Bloom - Delivery Dispensing Procedures.pdf	pdf	5f4975d8daa09e087b8a01d4	08/28/2020
Personnel policies	10a DELIVERY Staffing Plan and Records.pdf	pdf	5f4975f0b18f5e08358c86b0	08/28/2020
Personnel policies	10b Alcohol Smoke & Drug Free Policy.pdf	pdf	5f4976393a4447086ca99076	08/28/2020
Personnel policies	10c Plan for Maintaining Confidential Information.pdf	pdf	5f4976ad3595ff084fed64a2	08/28/2020
Diversity plan	13. Diversity Plan_V6.pdf	pdf	6074cc055997354560764d3e	04/12/2021

## COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

## COMPLIANCE WITH DIVERSITY PLAN

No records found

## HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 9:00 PM

Tuesday From: 8:00 AM Tuesday To: 9:00 PM

Wednesday From: 8:00 AM Wednesday To: 9:00 PM

Thursday From: 8:00 AM Thursday To: 9:00 PM

Friday From: 8:00 AM Friday To: 9:00 PM

Saturday From: 8:00 AM Saturday To: 9:00 PM

Sunday From: 10:00 AM Sunday To: 9:00 PM

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

#### AGREEMENTS WITH MARIJUANA RETAILERS

No records found

#### MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

#### AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

#### THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded



## MAJOR BLOOM, LLC

**Subject: Plan to Remain Compliant with Worcester Zoning Ordinance, Article IV, § 15**

**A. Major Bloom's Marijuana Establishment shall comply with the provisions of Worcester Zoning Ordinance, Article IV, § 15**

As outlined herein, Major Bloom respectfully submits that the proposed Delivery-Only Retailer will satisfy the requirements of the City of Worcester's Zoning Ordinance.

- 1. A Marijuana Establishment shall be permitted in the zoning districts determined by Table 4.1 and only then upon the issuance of a special permit by the Planning Board acting solely in accordance with the standards and procedures set forth in this section fifteen.**

According to Table 4.1, Major Bloom's proposed location is located within one of the areas of the City where Marijuana Delivery-only Retailers are allowed upon the issuance of a special permit. Worcester's special permit application requires proof of submission of the Marijuana Delivery-only Retailer's CCC application. As such, Major Bloom shall submit its special permit application upon submitting Company's Marijuana Delivery-only Retailer application.

- 2. No special permit shall be granted for any Marijuana Establishment sited within a radius of 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, nor for any Marijuana Storefront Retailer sited within a radius of five hundred feet of another Marijuana Storefront Retailer.**

Major Bloom's Marijuana Delivery-only Retailer operation is not located within 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, or Marijuana Storefront Retailer.

- 3. All aspects of a Marijuana Establishment relative to the cultivation, possession, processing, sales, distribution, dispensing or administration of marijuana, marijuana products, or related supplies must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the building. A Marijuana Establishment shall not be located in a trailer, storage freight container, motor vehicle or other similar movable enclosure.**

With the exception of completing deliveries directly to consumers, all aspects of Major Bloom's business relative to its marijuana delivery-only retailer operation will be conducted within an existing, fully-enclosed building. The building is a permanent building and cannot be moved or transported. Marijuana and Marijuana Products will not be visible from the exterior of the building.

- 4. No outside storage of marijuana, marijuana products, or related supplies is permitted.**

Major Bloom shall not store any marijuana, marijuana products, or related supplies outside. All such items will be stored in secure, limited access areas located within the building.

- 5. In no event shall a Marijuana Establishment be open to the public, nor shall any sale or other distribution of marijuana occur upon the premises or via delivery from the premises between the hours of 11p.m. and 8 a.m. Monday through Saturday and before 10 a.m. on Sundays.**

Major Bloom's product Delivery-only Retailer operation shall not be open to the public. Please note that Major Bloom also intends to operate a Marijuana Storefront Retailer at this location. The Retailer shall not engage in the retail sale of marijuana Monday through Saturday during the hours of 11:00 p.m. to 8:00 a.m. In addition, Company shall not engage in such sales before 10 a.m. on Sundays. Company's intended hours of operation are as follows:

- Monday – Saturday: 8 a.m. - 11 p.m.
- Sunday: 10 a.m. – 11 p.m.

Major Bloom shall not permit the delivery of any marijuana or marijuana products from its premises to consumers outside of Company's intended hours of operation. All deliveries of Marijuana or Marijuana Products shall be completed before 9:00 P.M. local time, and deliveries of Marijuana or Marijuana Products shall not occur between the hours of 9:00 P.M. and 8:00 A.M.

- 6. The Marijuana Establishment shall provide an odor control plan that provides for proper and adequate ventilation at such facilities in such a manner so as to prevent pesticides, insecticides or other chemicals used in the cultivation or processing of marijuana or marijuana related products from being dispersed or released outside the facilities. All resulting odors, smoke, vapor, fumes, gases and particulate matter from marijuana or its processing or cultivation shall be effectively confined to the premises or so disposed of so as to avoid any air pollution.**

Major Bloom is committed to be a good neighbor and mitigating odors and smells that might emanate from the facility. Note, Major Bloom will also be operating a Marijuana Retailer and Marijuana Product Manufacturer operation out of the proposed location. As such, all options for reducing and eliminating this potential nuisance will be examined and implemented on a proactive and/or reactive basis.

- 1) *Air Control Systems.* Key systems that will help with this process include inline fans, air curtains, elongated-horizontal fans and stationary fans. Carbon scrubbers consisting of natural particulate filters will be installed in each area for odor elimination.
- 2) *Temperature.* Temperature will be maintained by thermostat-controlled HVAC units in an effort to mitigate odors bolstered by higher temperatures. Major Bloom will also install durable polyethylene sheeting in the drywell to aid as a temperature and odor shield.
- 3) *Carbon Filters.* Major Bloom will install throughout the facility carbon filters (aka carbon scrubbers), standard odor control devices that absorb airborne impurities and aromas through a chemical process, trapping them inside the pore structure of the carbon

substrate and ensuring that smells do not escape into the surrounding area. Fans will be attached to the carbon filters that will be designed to push air through the scrubbers.

- 4) *Odor Neutralizers*. Major Bloom will install odor neutralizers in exit areas of the facility. Unlike carbon filters that extract odors from the air, odor neutralizers are effective in covering up unwelcomed odors.
- 5) *Air Purifiers*. Air purifiers will be used to reduce odors through a filtering process. These purifiers, when used in conjunction with the other methods described above, can further help to mitigate or eliminate altogether unwelcomed odors throughout the facility.
- 6) *Ozone Generators*. Ozone generators clean air by cycling air through special processors designed to kill mold, mildew and bacteria. They are highly effective at removing odors in concentrated areas and have the added benefit of creating negative pressure environments hostile to pests and insects.
- 7) *Odor-proof Containers*. In the retail section of the establishment, marijuana will be kept in odor-proof containers.

**7. The Marijuana Establishment shall provide for adequate and proper security at the premises so as to avoid, deter and prevent illegal activities from taking place upon or about the applicant's premises.**

Major Bloom's security policies and procedures meet and exceed the Cannabis Control Commission's security provisions contained in 935 CMR 500.110 and provide adequate and proper security at the premises to avoid, deter, and prevent illegal activities from taking place upon or about the premises. The following is a summary of some of the components of Major Bloom's security plan:

- a. Surveillance and Alarm System. Both the interior and exterior of Major Bloom's establishment will be under 24-hour surveillance and will be equipped with alarm systems, which connect directly with the Worcester Police Department.
- b. Security Personnel. Major Bloom will hire security personnel who will be present during all hours of operation.
- c. Limited Access Areas. When not in display cases, all marijuana will be stored in limited access areas, which are areas to which access has been limited to essential and required employees. These areas will be well lit and under constant surveillance.
- d. Perimeter Check. Security will be instructed to conduct periodic sweeps of the establishment's perimeter for trespassers.
- e. Work Closely with Police. Major Bloom will work closely with the Worcester Police Department to craft and update its security policy in a way that is most effective for the jurisdiction.

**8. No marijuana or marijuana product shall be smoked, eaten or otherwise consumed or ingested on the premises where sold. All Marijuana Establishments permitted under this**

**section shall comply with all state and local laws, rules and regulations governing the smoking of tobacco.**

Major Bloom shall institute the following policies and procedures to comply with this requirement:

- a. Employee Handbook: Alcohol, Smoke, and Drug-Free Workplace policy. Major Bloom's Employee Handbook contains the Company's Alcohol, Smoke, and Drug-Free Workplace policy, which proscribes the consumption of marijuana and marijuana products on company premises. All new Major Bloom hires are required to undergo training before being permitted to commence work for the Company. Such training will include a thorough discussion of Company's Alcohol, Smoke, and Drug-Free Workplace policy, including penalties for violation of the policy.

The Employee Handbook will be made readily available to all Company employees. Any changes to the Alcohol, Smoke, and Drug-Free Workplace policy will be immediately communicated to all employees. Supervisors are expected to strictly enforce this policy.

- b. Ongoing Training. Major Bloom shall conduct periodic employee trainings, which reiterate the prohibition of onsite consumption of marijuana and marijuana products. Such training shall take place at least once per year.
- c. Signs. Major Bloom shall post signage in visible areas that proscribe onsite consumption of marijuana and marijuana products.
- d. Surveillance. Major Bloom employees shall surveil the store and its perimeter to identify individuals who might be consuming marijuana on the premises and reporting such consumption to appropriate security personnel. Any patron who is caught consuming marijuana on the premises will be banned from the establishment.
- e. Tobacco. Major Bloom will comply with all state and local laws, rules and regulations governing the smoking of tobacco. Nonetheless, under no circumstances will the smoking of tobacco products be permitted within the building.

**9. No drive-through service shall be permitted at a Marijuana Establishment.**

Major Bloom's establishment shall not have a drive-through window nor provide or offer any drive-through service.

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

Major Bloom, LLC

2. Name of applicant’s authorized representative:

Ulysses Youngblood

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Worcester

5. Name of municipality’s contracting authority or authorized representative:

Edward M. Augustus Jr, City Manager



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



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

Cannabis@worcesterma.gov

8. Host community agreement execution date:

1/27/21



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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



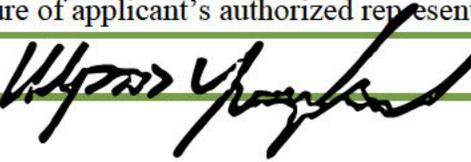
Name of applicant:

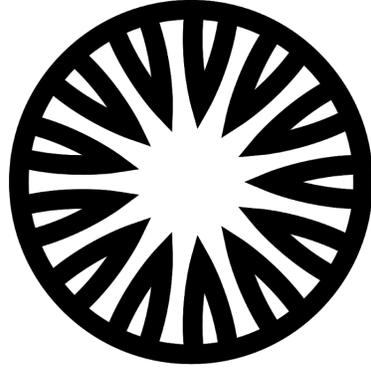
Ulysses Youngblood

Name of applicant's authorized representative:

Ulysses Youngblood

Signature of applicant's authorized representative:





MAJOR BLOOM

**Attachment**  
**A**

**LEGAL NOTICES**

**NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE MARIJUANA ESTABLISHMENT MAJOR BLOOM, LLC**

Notice is hereby given that Major Bloom, LLC will conduct a Community Outreach Meeting on the following matter on February 25th, 2021 on Zoom, at 6:00 P.M. Major Bloom, LLC intends to apply for a Marijuana Delivery Operator license at 76 Millbury Street, Worcester, MA 01608 pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

- 1) The type of Adult-use Marijuana Establishment to be located at the proposed address;
- 2) Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
- 3) Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
- 4) A plan by the Marijuana Establishment to positively impact the community; and
- 5) Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Major Bloom, LLC.

A copy of this notice is on file with the City Clerk, Planning & Regulatory Services, and City Council, all located at City Hall 455 Main Street, Worcester, MA 01608. In addition, a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

**Zoom Instructions:**

- 1) Please go to the following website: [zoom.us/join](https://zoom.us/join)
- 2) Enter the following Meeting ID: 910 7151 9490
- 3) Click the "Join" button.

Help can be found at [support.zoom.us](https://support.zoom.us)

2-11-2021

l e t h f h e t t



**OPEN HOUSE**



**STOP! NOW HIRING**  
 CHARLTON, MA  
 FRANKLIN, MA  
 HIGH TECH  
 APPLY FOR POSITIONS AT THE FOLLOWING ADDRESSES:  
 QUALITY INSPECTORS  
 CNC MACHINISTS

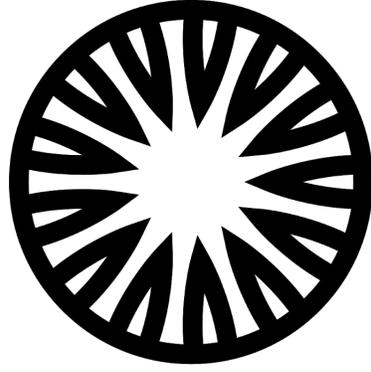


**ACROSS**

- 1 Theater offering
- 6 Mountain route
- 10 Not up yet
- 14 Psyched up
- 15 Sheik's cartel
- 16 Burns and Allen
- 17 Coach —  
Rockne
- 18 Jay of late-night  
TV
- 19 Gets tanned
- 20 Never-ending

**PREVIOUS PUZZLE SOL**

GOAT	ABBA	W
UHUH	PLAT	AY
ANTI	HIDE	RC
MOONLIT	NAR	
	KUDZU	LE
ARBORS	SIGN	
WOLFE	VERA	
AGA	DAILIES	
RUNG	OLESA	



MAJOR BLOOM

**Attachment**  
**B**

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT  
MAJOR BLOOM, LLC**

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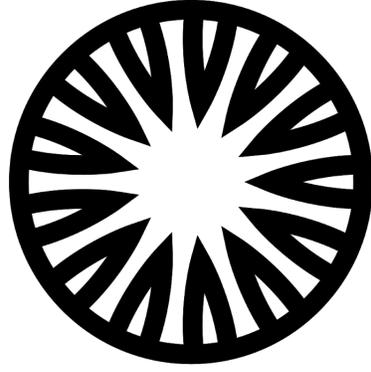
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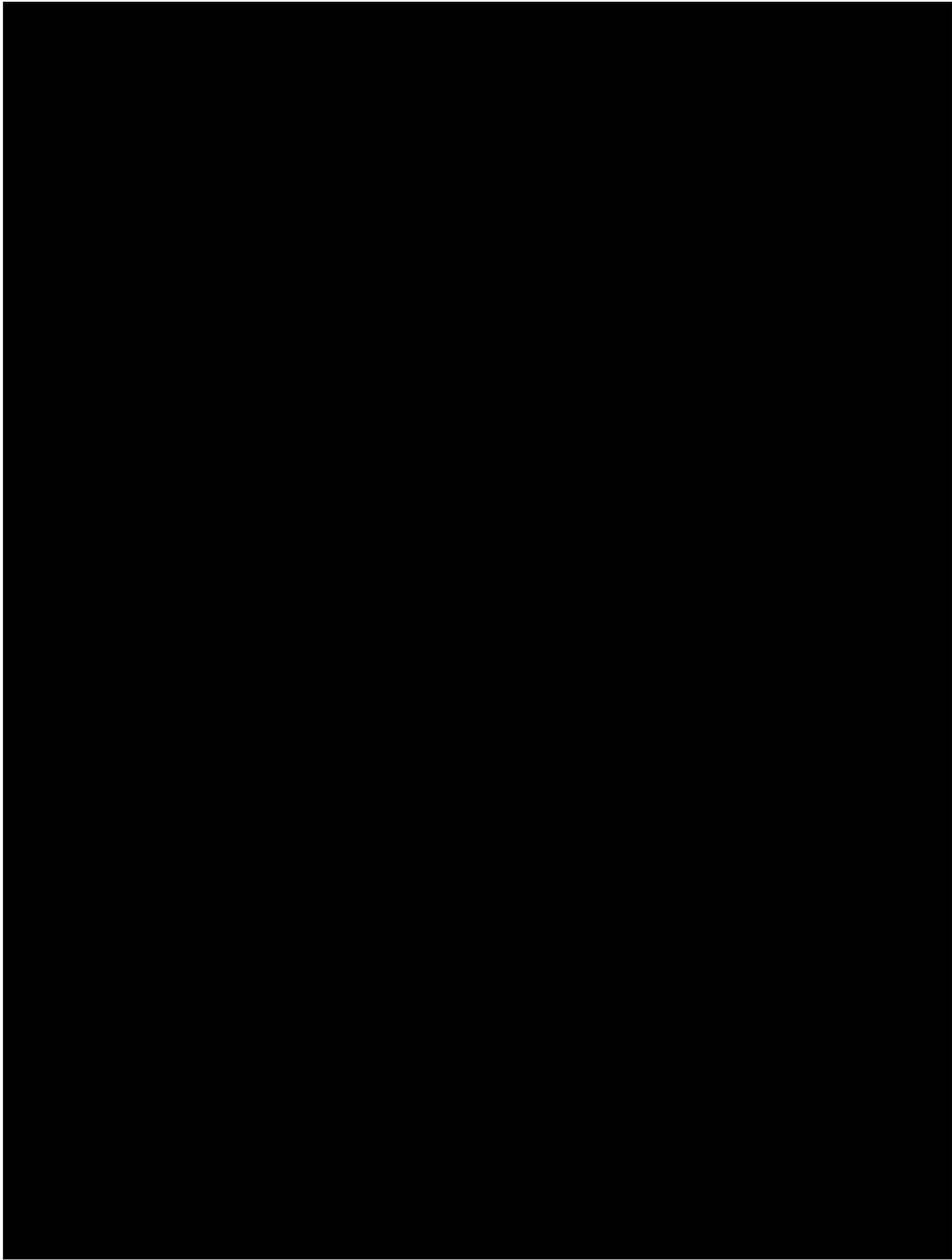


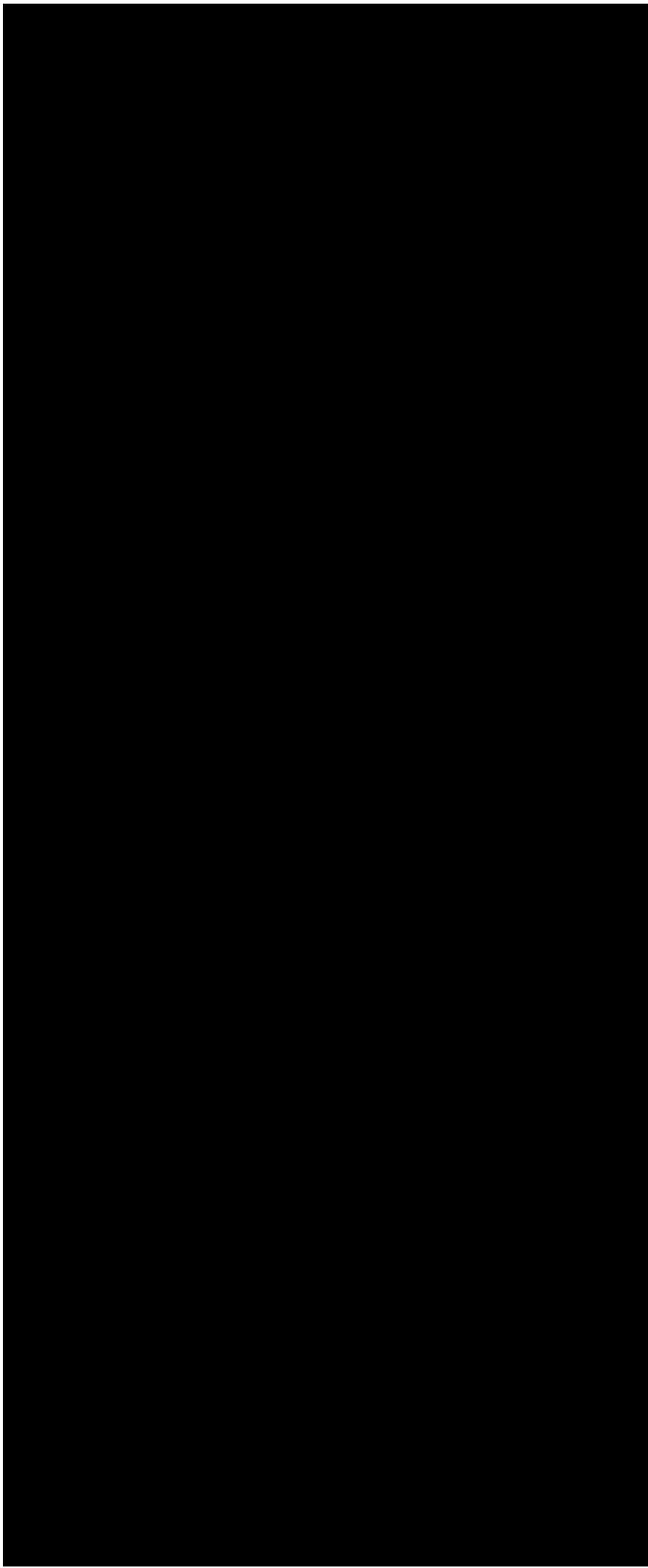
MAJOR BLOOM

**Attachment**  
**C**











**WORCESTER DELIVERY-ONLY RETAILER**

**PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

**I. INTRODUCTION**

Major Bloom, LLC (“Major Bloom”) understands and appreciates the magnitude of the privilege of being able to legally participate in the cannabis industry. The history of prohibition and the corresponding war on drugs have devastated communities throughout this country. We think that it is incumbent upon businesses operating in the cannabis industry to serve the communities that have been impacted by the unjust war on drugs. As such, we created the Economic Bloom Initiative (the “Initiative”), which is an initiative designed to redress key issues resulting from disproportionate rates of arrest and incarceration.

The Initiative is designed to positively impact the Green Island neighborhood in Worcester (census tract #: 7317, Worcester County).

**II. RESPONSIBLE PARTY: ECOCOMIC BLOOM INITIATIVE COORDINATOR**

Major Bloom will hire an Economic Bloom Initiative Coordinator (“Coordinator”) to implement and oversee the Initiative. As part of his/her role, the Coordinator will be responsible for:

1. Understanding the needs of disproportionately impacted communities and developing solutions and strategies for meeting those needs;
2. Overseeing Major Bloom’s community impact programming; and
3. Working with the President to assess Major Bloom’s environmental impact in order to develop methods to reduce such impact.

**III. GOALS**

1. **Target Populations.** Major Bloom’s Initiative is designed to aid the following target populations:
  - a. Past or present residents of geographic areas of disproportionate impact;
  - b. Massachusetts residents who have past drug convictions; and
  - c. Massachusetts residents with parents or spouses who have drug convictions.
2. **Goals.** The Economic Bloom Initiative has the following goals:
  - a. Providing mentoring, professional, and technical services to individuals and businesses facing systemic barriers.
  - b. Promoting sustainable, socially and economically reparative practices in the MA cannabis industry by giving hiring preference to individuals from target populations.

**IV. PROGRAMS**

**1. Mentoring, Professional, and Technical services**

**a. Employment Search Assistance**

Major Bloom intends to arm impacted individuals with the necessary tools to succeed in



**Major Bloom, LLC**

Application of Intent

employment search by conducting two (2) workshops during its first year of business to educate candidates on the employment search process. Experts will be present to conduct workshops regarding effective methods for employment search, resume-writing, cover letter-writing, the mindset for success, and the art of interviewing. Workshops will be conducted in-person and streamed online simultaneously. The in-person presentation will be capped at 40 candidates, but candidates will be able to attend online if the in-person seats fill up. Major Bloom is currently considering using Zoom for the online workshops, which will be capped at 500 participants.

Major Bloom's Economic Bloom Initiative Coordinator will work with businesses to help connect workshop attendees with suitable employment opportunities.

**b. Business Development Workshops**

Major Bloom will conduct two (2) workshops in its first year of business that will teach entrepreneurs how to structure and develop their business models and strategies. The first workshop will take place 6 months after commencing operation. The second workshop will be conducted 6 months after the first workshop. Experts will be present to help entrepreneurs navigate the various stages of building a business. Our intent is to help create successful businesses, which will create jobs, and, ultimately, reduce unemployment. Workshops will be conducted in-person and streamed online simultaneously. The in-person presentation will be capped at 40 candidates, but candidates will be able to attend online if the in-person seats fill up. Major Bloom is currently considering using Zoom for the online workshops, which will be capped at 500 participants.

**c. Proposed Locations for Workshops**

Unless Major Bloom's Initiative Coordinator secures an alternative location, Major Bloom intends to use Clearly Coworking to host its workshops. ClearlyCoworking is a shared co-working facility that has space available for the public to rent for large meetings. Major Bloom has previously used Clearly Coworking to hold its community outreach meeting for another proposed marijuana establishment in Worcester.

**2. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts**

**a. Hire Employees from Areas of Disproportionate Impact**

For every employment opportunity that Major Bloom has available, Major Bloom will attempt to fill the position with a person from a disproportionately impacted community before filling the position with any other person. Our goal is to obtain at least 80% of our workforce from disproportionately impacted communities.

To procure talent from said communities, Major Bloom will advertise employment opportunities on media platforms known to reach those communities. Such platforms may include: LinkedIn, Instagram, Facebook, and local newspapers. Major Bloom will primarily focus its search in Boston, Brockton, Taunton, New Bedford, Randolph, and Worcester. Note that with regard to Boston and Worcester, Major Bloom will recruit from the areas designated as areas of direct impact in the Cannabis Control Commission's *Guidance for*



**Major Bloom, LLC**

Application of Intent

*Identifying Areas of Disproportionate Impact.* In addition, if necessary, Major Bloom will acquire the service of a talent acquisition agency to procure talent from impacted communities. The frequency of job advertising will be based on Major Bloom's needs. Major Bloom shall begin to advertise employment opportunities prior to commencing operations in order to hire initial personnel. Thereafter, Major Bloom will advertise as the need for more employees rise.

**V. MEASUREMENTS**

Major Bloom shall use the following metrics to measure the success of its Economic Bloom Initiative:

- 1. Employment Search Assistance Workshops**
  - a. Number and subject matter of workshops offered and
  - b. Number of individuals attending the employment search assistance workshops.
  
- 2. Business Development Workshops**
  - a. Number and subject matter of trainings offered and
  - b. Number of workshops attended by individuals from target populations.
  
- 3. Hire Employees from Worcester, Boston, Brockton, Taunton, New Bedford, and Randolph**

Number of employees hired, retained, or promoted that come from target populations.

**VI. ACKNOWLEDGMENTS**

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

Major Bloom acknowledges that the progress or success of Company's Major Bloom positive impact plan shall be documented one year from provisional licensure.

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

**OPERATING AGREEMENT**

**OF**

**Major Bloom, LLC**

**a Massachusetts Limited Liability Company**

**Effective as of August 8, 2018**

## **OPERATING AGREEMENT**

### **MAJOR BLOOM, LLC**

This Operating Agreement is effective as of the 8th day of August 2018 between: Laury Carwinchelle Lucien, Ulysses Youngblood, and Valentin Faybushevich (collectively referred to as the "Members").

#### **RECITALS:**

**WHEREAS**, the Members propose to form a venture to engage in the business set forth in Article III hereof in the form of a limited liability company organized pursuant to the provisions of the Massachusetts Limited Liability Act; and

**WHEREAS**, the Certificate of Organization of MAJOR BLOOM, LLC was filed with the Secretary of State of the Commonwealth of Massachusetts on August 8, 2018.

**NOW, THEREFORE**, the Members agree as follows:

#### **ARTICLE I.**

#### **DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests or securities of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting rights, by contract or otherwise.

"Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VII.

"Capital Contribution" shall mean the cash, cash equivalents or the agreed fair market value of Property which a Member contributes to the Company, net of any liabilities secured by such contributed property to which the Company is considered to have assumed or taken subject, whenever made.

"Certificate of Organization" shall mean the Certificate of Organization of MAJOR BLOOM, LLC, as filed with the Secretary of the Commonwealth of Massachusetts, as the same may be amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of superseding federal revenue laws.

"Company" shall refer to MAJOR BLOOM, LLC.

"Company Accounting Year" shall mean and refer to the twelve (12)-month period ending December 31 of each year, which shall constitute the accounting year of the Company.

"Deficit Capital Account" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(a) credit to such Capital Account of any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of applicable Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and 2(i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in "partnership minimum gain" (as defined and determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any "partner nonrecourse debt" (as defined and determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Treasury Regulations, and will be interpreted consistently with those provisions.

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

"Distributable Cash" means all cash, revenues and funds received by the Company, less the sum of the following, to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (b) all cash expenditures incurred incident to the normal operation of the Company's business; and (c) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business.

"Economic Interest" shall mean a Member's share, based on such Member's Unit ownership, of the Company's Net Profits, Net Losses and distributions of the Company's assets determined pursuant to Article VIII of this Operating Agreement and the Massachusetts Act, but

shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Manager.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

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

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager, provided that if the contributing Member is a Manager, the determination of the fair market value of any other contributed asset shall require the consent of the other Members;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager as of the following times: (i) the acquisition of an additional interest by any new or existing Member in exchange for more than a de minimis contribution of property (including money); (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest or Economic Interest; and (iii) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Manager, provided, that if the distributee is the Manager, the determination of the fair market value of the distributed asset shall require the consent of the other Members; and

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets made pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations and Article VII, Section 3 of this Agreement and under subparagraph (d) of the definition of Net Profits and Net Losses herein; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Manager determines that an adjustment pursuant to subparagraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"Manager" shall mean each Person who is designated as Manager pursuant to this Operating Agreement.

"Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act at Mass. Gen. Laws ch. 156C §§ 1, et seq, and all amendments thereto.

"Member" shall mean each of the Members who execute this Operating Agreement as Members and each party who may hereafter become a Member. To the extent any Manager has purchased Membership Interests in the Company, she will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used herein shall include a Manager to the extent she has acquired such Membership Interests in the Company.

"Membership Interest" shall mean a Member's entire interest in the Company, including: (a) such Member's Economic Interest and (b) the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Massachusetts Act.

"Net Profits" and "Net Losses" shall mean an amount equal to the Company's net taxable income or loss for the subject fiscal year as determined in accordance with U.S. generally accepted accounting principles, consistently applied in accordance with the past practices of the Company, for federal income tax purposes (including separately stated items) in accordance with Code Section 703 with the following adjustments:

(a) any items of income, gain, loss and deduction allocated to Members pursuant to Article VII, Section 3 hereof shall be excluded;

(b) any income of the Company that is exempt from federal income tax and not otherwise taken into account in Net Profits and Net Losses shall be added;

(c) any expenditure of the Company described in Code Section 705(a)(2)(B) and not otherwise taken into account in Net Profits and Net Losses shall be subtracted;

(d) any adjustment in the Gross Asset Value of any Company asset pursuant to subparagraph (b) or (c) of the definition of Gross Asset Value herein shall be taken into account as gain or loss from the disposition of such asset in Net Profits and Net Losses;

(e) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year; and

(g) if and to the extent: (i) an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, then the amount of such adjustment shall be treated as an item of gain and (ii) the adjustment decreases the basis of the asset from the disposition of the asset and shall be taken into account in Net Profits or Net Losses.

"Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

"Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Property" shall mean any property real or personal, tangible or intangible (including goodwill), including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

"Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves. Reserves shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"Units" shall mean units of the Company, as set forth on Schedule A attached hereto.

"Unvested Interest" shall mean Units of the Company issued to Members that are subject to forfeiture as described in Article VI hereof.

## **ARTICLE II.**

### **FORMATION**

1. Formation. Effective on August 8, 2018, the Company was organized as a Massachusetts limited liability company by executing and delivering the Certificate of Organization to the Secretary of the Commonwealth of Massachusetts in accordance with and pursuant to the Massachusetts Act.

2. C Corporation Election. The Members and the Managers intend that the Company shall not be a joint venture or partnership (including a limited partnership, a limited liability

partnership or a limited liability limited partnership) for federal and state income tax purposes and that this Agreement shall be construed and interpreted in furtherance of such intent. The Members and the Managers elect that the Company be taxed for federal and state income tax purposes as a C Corporation under the rules of 26 C.F.R. § 301.7701-3, by filing Form 8832, Entity Classification Election, no later than 75 days after filing the Articles of Organization. The Managers, and each of the Members and any assignee or transferee of a Member, shall maintain the election by the Members that the Company be taxable as an C Corporation unless the Members vote to terminate such C Corporation election pursuant to the applicable rules.

3. Name. The name of the company is MAJOR BLOOM, LLC.

4. Principal Place of Business. The principal place of business is 141 West Boylston Street, Worcester, MA 01606. The Company may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable.

5. Company Office and Resident Agent. The Company's initial office shall be at the office of its resident agent at 50 Loring Street, Hyde Park, Massachusetts 02136, and the name of its resident agent at such address is Laury Carwinchelle Lucien. The Company's office and resident agent may be changed from time to time by filing the address of the new office and/or the name of the new resident agent with the Secretary of the Commonwealth of Massachusetts pursuant to the Massachusetts Act.

6. Term. The term of the Company commenced on the date of filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts and shall continue until dissolved in accordance with either the provisions of this Operating Agreement or the Massachusetts Act.

### **ARTICLE III.**

#### **BUSINESS OF COMPANY**

The business of the Company shall be to accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets, and to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Massachusetts Act.

### **ARTICLE IV.**

#### **NAME AND ADDRESS OF THE MEMBERS**

The name and address of the initial Members are as follows:

<b>NAME</b>	<b>ADDRESS</b>
Laury C. Lucien	50 Loring Street Hyde Park, MA 02136
Ulysses Youngblood	53 Denver Ter. Worcester, MA 01604
Valentin Faybushevich	121 Beach St. Sharon, MA 02067

## **ARTICLE V.**

### **MEMBERS**

1. Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Massachusetts Act, and other applicable law.
2. Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond her respective Capital Contributions to the Company except as otherwise required by law.
3. List of Members. Upon written request of any Member, Managers shall provide a list showing the names, addresses, Membership Interests and Economic Interests of all Members.
4. Voting Rights of Members. Except as otherwise set forth in this Operating Agreement, the Members shall have no rights whatsoever regarding the management of the Company. All Company decisions shall be made by the Managers.
5. Company Books. In accordance with Article X, Section 1 hereof, the Managers shall maintain and preserve, during the term of the Company, and for five years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.
6. Priority and Return of Capital. Except as may be expressly provided in Article VII hereof, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Article V, Section 6 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.
7. Members' Decisions. The following decisions may be made by Members holding a majority of the outstanding Units in the Company:

- (a) merger of the Company;
- (b) sale of all or substantially all of the assets of the Company; and
- (c) amendment to the Company's Certificate of Organization.

8. No Exclusive Duty to Company. Members may have other business interests and may engage in other activities in addition to those relating to the Company and may compete, directly or indirectly, with the general business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of another Member or to the income or proceeds derived therefrom. A Member shall not incur any liability to the Company or to any other Member as a result of engaging in any other business or venture.

9. Additional Members. From the date of the formation of the Company, any Person acceptable to the Members may become a Member in this Company either (a) by the issuance by the Company of Membership Interests for such consideration as Members holding a majority of the outstanding Units in the Company shall determine, or (b) as a transferee of a Member's Membership Interest or any portion thereof upon the consent of Members holding a majority of the outstanding Units in the Company, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at its option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

This Operating Agreement will be binding upon any person who becomes an Additional Member of the Company by any method, and the Additional Member will, if requested by the Members holding a Majority Interest, execute a counterpart of this Operating Agreement. The parties agree to require the execution of a counterpart of this Operating Agreement by any Assignee as a precondition to the effectiveness of any transfer as provided in Article XI of this Operating Agreement.

10. Resignation. Members may resign at any time upon no less than six (6) months' prior written notice to the Company at its Office in the Commonwealth as set forth in the Certificate of Organization filed in the office of the Secretary of the Commonwealth and to each member and each manager at each other member's and each manager's address as set forth on the records of the Company as of the date of the notice.

11. Death or Incompetence of Member. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the member's executor, administrator, guardian, conservator or other legal representative may utilize the Member's economic interest in the Company to settle his estate or administer his property. Such executor, administrator, guardian, conservator or other legal representative shall have no right beyond those included with the economic interest and shall have no right to engage in the management activities of the Company.

## ARTICLE VI.

### **CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS**

1. Units. A Member's Membership Interest will be represented by Units. Company shall issue one million (1,000,000) Membership Units.

2. Members' Initial Capital Contribution. The Members shall contribute to the Company as their Initial Capital Contribution such amount as is set forth on Schedule A attached hereto, and shall receive therefore the number of Units indicated on Schedule A.

3. Additional Contributions. In addition to the Initial Capital Contribution, the Member may, but shall not be obligated to, make additional Capital Contributions from time to time, in its discretion.

4. No Interest on Capital Contributions. No interest will be paid on capital contributions.

5. Capital Accounts. A separate Capital Account will be maintained for each Member, as follows:

(a) Increase in Capital Account. Each Member's Capital Account will be increased by:

(i) the amount of money contributed by such Member to the Company;

(ii) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such property that the Company is considered to assume or take subject to under the provisions of Code Section 752);

(iii) allocations to such Member of Net Profits;

(iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d) and/or (e) of Article VI, Section 7 hereof; and

(v) allocations to such Member of income described in Code Section 705(a)(1)(B).

(b) Decrease in Capital Account. Each Member's Capital Account will be decreased by:

(i) the amount of money distributed to such Member by the Company;

(ii) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such property that such Member is

considered to assume or take subject to under the provisions of Code Section 752);

(iii) allocations to such Member of expenditures described in Code Section 705(a)(2)(B);

(iv) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d) and/or (e) of Article VI, Section 7 hereof; and

(v) allocations to the account of such Member of Net Losses.

(c) Sale or Transfer of Membership Interest or Economic Interest. In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(d) Liquidation of Company. Upon liquidation of the Company (or any Member's Membership Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with Article XIII, Section 3(B) hereof. The Company may offset damages for breach of this Operating Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Deficit Balance. Except as otherwise required in the Massachusetts Act (and subject to Sections 4 and 5 of Article VI hereof), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

6. Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of such Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, regardless of the nature of such Member's Capital Contribution, has only the right to demand and receive cash in return for such Member's Capital Contribution.

7. Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to return of such Member's Capital Contribution, except as otherwise specifically provided for herein.

## ARTICLE VII.

### ALLOCATIONS AND DISTRIBUTIONS

1. Members' Initial Economic Interest in Company. The Members' initial Economic Interest in the Company shall be as set forth on Schedule A attached hereto.

2. Allocation of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated in accordance with each Member's Economic Interest in the Company.

3. Special Allocations to Capital Accounts and Certain Other Income Tax Allocations. Notwithstanding the provisions of Article VII, Section 2 hereof:

(a) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for each year, and if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. This Article VII, Section 3(a) is intended to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations and such Member's share of "minimum gain," as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this Article VII, Section 3, if there is a net decrease in the Company's "minimum gain," as defined in Section 1.704-2(d) of the Treasury Regulations, during a taxable year of the Company, then the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Article VII, Section 3(c) is intended to comply with the "minimum gain chargeback" requirement set forth in Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Manager may at his or her discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue

Service waive the minimum gain chargeback requirements in accordance with Section 1.704-2(f)(4) of the Treasury Regulations.

(d) Items of Company loss, deduction and expenditures described in Code Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(e) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in the same manner as Net Profit or Net Loss is allocated for such period.

(f) Any credit or charge to the Capital Accounts of the Members pursuant to Article VII, Section 3(a), (b), (c), (d) and/or (e) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Article VII, Section 2, so that the net amounts of any items charged or credited to Capital Accounts pursuant to Article VII, Section 2 and Article VII, Section 3(a), (b), (c), (d) and/or (e) shall, to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article VII if the special allocations required by Article VII, Sections 3(a), (b), (c), (d) and/or (e) hereof had not occurred.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his, her or its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment or loss shall be specifically allocated to the Members in accordance with their interests in the Company, in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations applies, or to the Member to whom such distribution was made, in the event that Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations applies).

(h) In accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Article I hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations made pursuant to this Article VII, Section 3(h) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital

Account or share of Net Profits, Net Losses, other items or distributions pursuant to any provision of this Agreement.

(i) For purposes of determining the Net Profits, Net Losses or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Treasury Regulations promulgated hereunder.

(j) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, and deduction for a Fiscal Year shall, for federal and state income tax purposes, be divided among the Members in the same proportions as they share Net Profits or Net Losses, as the case may be, for such Fiscal Year. The Members are aware of the income tax consequences of the allocations made by this Article VII and hereby agree to be bound by the provisions of this Article VII in reporting their shares of Company income and loss for income tax purposes.

(k) Solely for purposes of determining the Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3) of the Treasury Regulations, the Member's interests in Company profits are hereby deemed to be in accordance with their Economic Interests.

(l) To the extent permitted by Section 1.704-2(h)(3) of the Treasury Regulations, the Members shall treat distributions of Distributable Cash as not having been made from the proceeds of a "nonrecourse liability" or a "partner nonrecourse debt," as defined therein.

4. Distributions. All distributions of Distributable Cash shall be made to each Member pro rata in proportion to the respective Economic Interests of the Members as set forth in Article VII, Section 1 hereof, on the record date of such distribution. Except as provided in Article VIII, Section 5 herein, all distributions of Distributable Cash and property shall be made at such times as determined by the Members. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Article VII, Section 4.

5. Limitation On Distributions. Notwithstanding the foregoing, no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

## **ARTICLE VIII.**

### **MANAGEMENT**

1. Management. The business and day-to-day affairs of the Company shall be managed by the Managers. The Managers shall have full and complete authority, power and discretion to manage and control the business, affairs, and properties of the Company.

2. Initial Managers. The Company shall initially have four (4) Managers. The roles and responsibilities of Major Bloom's Managers are set forth on Schedule B.

3. Additional Managers. Additional Managers may be appointed upon the approval of Members holding a majority of the outstanding Units in the Company.

4. Authority. Subject to the limitations and restrictions set forth in this Operating Agreement, the Board of Managers will have the sole and exclusive right to manage the business of the Company and will have all of the rights and powers which may be possessed by managers under the Act including, without limitation, the right and power to:

(A) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(B) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(C) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of property, or in connection with managing the affairs of the Company;

(D) Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any property;

(E) Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the property;

(F) Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the property;

(G) Care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and perform all matters in furtherance of the objectives of the Company or this Operating Agreement;

(H) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(I) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to property and manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Company is then formed or qualified;

(J) Take all actions, not expressly proscribed or limited by this Operating Agreement, as may be necessary or appropriate to accomplish the purposes of the Company; and

(K) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Members in connection with activities arising out of, connected with, or incidental to this Operating Agreement, and to engage counsel or others in connection therewith.

(L) Notwithstanding the foregoing provisions of this Section 8.4, the Manager shall not have the authority to, and covenants and agrees that she shall not do, any of the following-described acts without the prior approval of the Members:

(1) Endorse any note, or act as accommodation party or otherwise become surety for any person, on behalf of the LLC;

(2) Incur a debt in excess of \$10,000;

(3) Purchase, sell, convey, lease, exchange or otherwise dispose of any property for or of the LLC that has a value or price of more than \$10,000; provided, however, that the Manager may, without the consent of the Members, purchase for the LLC such items of equipment, materials and supplies as are used or useful in the ordinary course of the LLC business;

(4) Do any act detrimental which would make it impossible to carry on the ordinary business of the LLC;

(5) Assign the LLC's property in trust for creditors or on the assignee's promise to pay the debts of the LLC;

(6) Dispose of the goodwill of the business of the LLC;

(7) Confess a judgment; or

(8) Take any action for which Member approval is mandatory under this Agreement, the Certificate of Organization or the Act.

5. Officers. The Managers shall have the right to appoint officers as determined in the sole discretion of the Managers, to serve at the will and direction of the Managers, who shall have only the authority delegated to them from the Managers. Such officers may include: Chief Executive Officer; Chief Financial Officer; Chief Operations Officer; and Secretary.

6. Liability for Certain Acts. Each Manager shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. If each Manager performs his or her duties in such a manner, he or she shall not have any liability by reason of being or having been a Manager. No Manager, in any way, guarantees the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage

sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by the Manager.

7. No Exclusive Duty to Company. No Manager shall be required to manage the Company as his or her sole and exclusive function and he or she may have other business interests and may engage in other activities in addition to those relating to the Company and may compete, directly or indirectly, with the general business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom. The Managers shall not incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture.

8. Indemnification of Manager, Employees and Other Agents. Subject to the provisions of Article XII hereof, the Company shall indemnify the Managers and make advances for expenses incurred by the Managers to the maximum extent permitted under the Massachusetts Act. The Company shall further indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Managers.

9. Meetings; Notices; Quorum; Voting. Meetings of the Board of Managers may be called by any Manager. Meetings will be held at the place fixed by the Board of Managers or, if no such place has been fixed, at the principal office of the Company. In addition, meetings may be held via telephone and videoconferencing. Oral or written notice of the date, time, and place of any meeting will be given at least twenty-four (24) hours in advance. Written notice may be delivered personally, given by facsimile or other form of wire communication, by mail or private carrier, or by electronic mail to each Manager's business or home address or electronic mail address. Written notice will be effective at the earliest of the following:

- (A) when received;
- (B) when sent by facsimile, electronic mail, or other form of wire communication; or
- (C) two (2) business days after being mailed.

A majority of the Board of Managers will constitute a quorum. Each Manager will be entitled to the number of votes corresponding to the number of Membership Units said Manager possesses in the company. A matter submitted to a vote of the Board of Managers will be approved if it receives the majority of the Managers' affirmative votes.

10. Resignation. A Manager may resign at any time by delivering written notice to the other Managers and to the Members. The resignation is effective when the notice is effective under the Act, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Managers. The resignation of a Manager who is also a Member will not affect the Manager's right as a Member and will not constitute a withdrawal of the Member.

11. Removal/Replacement. The Members may remove one or more Managers with or without cause. Managers may be removed upon the approval of Members holding a majority of the Voting Membership Units in the Company. Replacement Managers may be appointed upon the approval of Members holding a majority of the outstanding Units in the Company.

12. Salaries. The Salaries and other compensation of the Managers will be fixed from time to time by vote of the Members. A Manager will not be precluded from receiving a salary because the Manager is also a Member.

13. Other Agents. The Board of Managers may, by vote, authorize any agent to enter into any lawful contract or to otherwise act on behalf of the Company. Such authority may be general or be confined to specific instances.

## **ARTICLE IX.**

### **MEETINGS**

1. Meeting of all Members or Managers. Notwithstanding any other provision of this Operating Agreement, if all of the Members or Managers hold a meeting at any time and place, the meeting will be valid without call or notice, and any lawful action taken at the meeting will be the action of the Members or Managers, respectively.

2. Action Without Meeting. Any action required or permitted to be taken by the Members or the Board of Managers at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by Members holding a Majority in Interest of the Membership Interests or by all of the Managers, as the case may be, and is included in the minutes or filed with the Company's records of meetings.

3. Meetings via Telephone. Meetings of the Members or the Board of Managers may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and the participation will constitute presence in person at the meeting.

## **ARTICLE X.**

### **INTERNAL ACCOUNTING; TAX RETURNS; RECORDS**

1. Company Books. The Board of Managers shall maintain the Company's books and records and maintain a register showing the following:

- (a) the full name and last known address of each Member and Manager;
- (b) a copy of the Certificate of Organization and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

(c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any then effective written operating agreements and of any financial statements to the Company for the three (3) most recent years;

(e) minutes of every annual, special meeting and court-ordered meeting; and

(f) any written consents obtained from Members for actions taken by Members without a meeting.

2. Accounting Principles. The profits and losses of the Company shall be determined and the books and records of the Company shall be maintained in accordance with U.S. generally accepted accounting principles, consistently applied in accordance with the past practice of the Company. The Company's accounting period shall be the Company Accounting Year, which is the twelve (12)-month period ending December 31 of each year.

3. Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

4. Bank Accounts. Funds of the Company shall be deposited and maintained solely for the Company in accounts in the Company name in a bank or banks and with the signatories selected by the Manager. Withdrawals therefrom shall be made upon the signature of the Manager. The Manager shall not commingle any monies or funds of the Company with monies or funds of any other Person.

5. Tax Returns. Although, the Members and Managers have elected to tax the Company as a S Corporation, the Managers may make any tax elections for the Company allowed under the Code, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

At any time that the Company has only one Member, it is the intention of the Member that the Company shall be disregarded for federal, state, local and foreign income tax purposes and that all items of income, gain, loss, deduction, credit or the like of the Company shall be treated as items of income, gain, loss, deduction, credit or the like of the Member.

The Board of Managers will cause all required federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Within ninety (90) days after the end of each Company Accounting Year, each Member will be furnished a statement suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during the fiscal year.

## ARTICLE XI.

### TRANSFERABILITY; COMPANY'S RIGHT TO PURCHASE MEMBERSHIP

#### INTERESTS

1. Assignment. A Member may assign in whole or in part her interest in the profits and losses of the Company.

2. Admission of Assignees and Additional Members. Additional members (including assignees) of the Company may be admitted to the Company with the consent of the Members. Prior to or contemporaneously with the admission of any such additional member of the Company, the Members shall amend this Agreement and the Certificate of Organization to make such changes as the Members shall determine to reflect the fact that the Company shall have additional Members.

3. Permitted Transfers. A Member may not transfer his or her Membership Interest without first complying with the requirements of this Article XI, except in a permitted transfer. A permitted transfer will be a transfer to:

(A) any Member;

(B) any trust all of which is treated as owned by a Member as a grantor trust under the Code and over which the Member has voting control of the Membership Interest;

(C) a trust established for the benefit of a Member's spouse or one or more of the Member's children or grandchildren and over which the Member has voting control of the Membership Interest; and

(D) an executor, personal representative or trustee who is holding legal title to the LLC interest of a deceased Member or Assignee.

4. Other Transfers or Assignments. In the event of a transfer or assignment of an interest in the Company other than the permitted transfers specified in Section 3 above, the Assignee will have only the rights afforded an Assignee under the Act and shall not have any rights as a Member unless the Assignee becomes a Member upon the consent of the majority of the remaining Members entitled to vote. An Assignee will not participate in the management of the Company, and will only be entitled to receive distributions and return of capital and to the allocated net profits and net losses attributable to the Membership Interest. Within ninety (90) days following the transfer or assignment of a Member's Membership Interest, the Company may purchase and the Assignee will sell his interest in the Company. Upon an election by the Company to purchase the interest in the Company from an Assignee, the value of the Assignee's interest will be determined by multiplying the Assignee's percentage Membership Interest by the book value of all Company assets as stated in the Company's federal income tax return filed for the taxable year immediately preceding the transfer or assignment.

5. Right of First Refusal. Any Assignee under this Article XI will hold the Membership Interest subject to all the provisions of this Operating Agreement, except that should

the Assignee wish at any time to transfer or assign the Membership Interest to a third party, the previous transferor Member will have the right to receive notice of the proposed transaction and will have the right, within twenty-one (21) days of receiving the notice, to reacquire the Membership Interest in exchange for the money or other property, if any, originally received by the transferor Member in exchange for the Membership Interest. If the transferor Member chooses not to reacquire the Membership Interest, the remaining Members will have the right to receive notice of the proposed transaction and will have the right, within twenty-one (21) days of receiving the notice, to acquire the Membership interest in exchange for the money or other property, if any, originally received by the transferor Member in exchange for the Membership Interest. In such a case, the remaining Members will equally divide the Membership Interest among themselves.

6. Effect of Certain Events. Upon the occurrence of any of following events listed in this Section 6, the Members may within one hundred twenty (120) days elect to purchase the interest of the affected Member pursuant to the provisions of Sections 7 and 8. If the Members do not elect to purchase the interest of the affected Member, the affected Member will cease to be a Member and his or her interest will be that of an Assignee. The election will be at the sole discretion of the remaining Members and will require their unanimous consent. The events are:

- (A) in the case of a Member who is a natural person, the death of the Member;
- (B) a Member becomes bankrupt;
- (C) the incompetency, of a Member who is a natural person;

(D) a Member becomes totally disabled. For the purposes of this Operating Agreement, a Member will be deemed to be totally disabled if disability is determined under a disability insurance policy then in force for the Company. The Member will continue to be deemed totally disabled until the issuing insurance company ceases to recognize the disability for purposes of the policy. If there is no disability policy then in force, a Member will be deemed to be totally disabled if a physician, licensed to practice in the state of Oregon and selected by the Board of Managers, determines that the afflicted Member has not for a period of six consecutive months been able to perform substantially all of his or her Company duties.

- (E) the termination of a trust or an estate that is a Member.

7. Valuation of Members' Interest. Upon an election by Company to purchase the interest of a Member pursuant to Section 6, the value of the affected Member's interest will be determined by multiplying the Member's percentage ownership interest by the fair market value (the amount that could reasonably be expected to be realized upon sale) net of liabilities of all Company assets. The fair market value of the Company assets will be determined by agreement between a Majority in Interest of the remaining Members and the affected Member or the affected Member's successor. In the event agreement as to the value cannot be obtained, the fair market value of the Company's assets will be determined appraisal. The Company will first select an appraiser who will value the Company's assets. The affected Member or the affected Member's successor may elect, either before or after the Company's appraiser has submitted a report, to select another appraiser. In the event the two appraisers fail to reach agreement on the fair market value of the Company's assets, the two appraisers will mutually select a third appraiser whose

determination of the value of the Company's assets will be binding on the Company and the affected Member or the affected Member's successor.

8. Payment for Members' Interests. To the extent of the purchase price to be paid for a Member's interest purchased pursuant to Section 6, any life insurance proceeds received by the Company due to the death of the Member will be paid to the estate of the deceased Member within five (5) days of the Company's receipt of the funds. If the purchase price determined under Section 7 is greater than the amount of life insurance proceeds received by the Company, the remaining balance to be paid to the deceased Member's estate will be paid in sixty (60) substantially equal, consecutive monthly payments, including principal and interest. Interest will accrue 8% per annum. The first payment will be made not later than ninety (90) days following the date. The Company may prepay the remaining amount of the purchase price at any time.

9. Effect of Purchase of Member's Interest. A Member will cease to be a Member upon the Company's election to purchase the Member's interest pursuant to Section 6.

## ARTICLE XII.

### INDEMNIFICATION

1. Right to Indemnification. Subject to the limitations and conditions provided in this Article XII, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that it, or a Person of whom it is the legal representative, is or was a Manager or Member of the Company shall be indemnified by the Company to the fullest extent permitted by the Massachusetts Act or any other applicable law or judicial ruling against judgments, penalties (including excise and similar tax and punitive damages), fines, settlements and reasonable expenses (including, without limitation, costs of suit and attorney's fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Article XII shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article XII shall be deemed contract rights, and no amendment, modification or repeal of this Article XII shall have the effect of limiting or denying such rights with respect to causes of action accrued, actions taken or Proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article XII could involve indemnification for negligence or under theories of strict liability; provided, however, that notwithstanding any other provision of the Agreement to the contrary, a Person shall not be indemnified by the Company against any judgments, penalties, fines, settlements and expenses incurred by such Person which arise in connection with any Proceeding if such Proceeding arises from intentional misconduct or a knowing violation of law by such Person or from any transaction in violation or breach of any provision of the Agreement.

2. Savings Clause. If this Article XII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or any other Person indemnified pursuant to this Article XII from

and against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, costs of suit and attorney's fees) actually incurred to the full extent permitted by any applicable portion of this Article XII that shall not have been invalidated and to the fullest extent permitted by applicable law, including the Massachusetts Act.

## **ARTICLE XIII.**

### **DISSOLUTION AND TERMINATION**

1. Events of Dissolution. Except as otherwise provided in this Operating Agreement, the Company will dissolve upon the approval of dissolution by the affirmative vote of Members holding a Majority in Interest.

2. Liquidation Upon Dissolution and Winding Up. Upon the approval of the dissolution of the Company by the Members, the Board of Managers will wind up the affairs of the Company. A full account of the assets and liabilities of the Company will be taken. The assets will be promptly liquidated and the proceeds thereof applied as required by the Act. With approval by the affirmative vote of Members holding a Majority in Interest the Company may, in the process of winding up the Company, elect to distribute certain property in kind.

3. Distribution of Assets. During the liquidation of the Company, the Members will continue to share Net Profits and Losses in the same proportions as before dissolution. In settling accounts after dissolution, the proceeds from the liquidation of the Company's assets will be applied as follows:

- (A) To creditors of the Company, in the order of priority as provided by law;
- (B) To the Members with respect to their positive capital account balances.

4. Deficit Capital Account. Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

5. Completion of Winding Up. The Company shall be deemed terminated upon completion of the winding up, liquidation and distribution of the assets.

6. Compliance with Applicable Law. The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

7. Distributions in Kind on Liquidation. Notwithstanding Article XIII, Section 3 hereof, upon the dissolution of the Company, to the extent that the Manager determines that the

Company's assets should not be sold or otherwise disposed of, such assets (if any) may, as determined in the discretion of the Manager, be distributed in kind to the Members as follows: the fair market value of such assets shall be appraised (by an appraiser approved by all of the Members); the Capital Accounts of the Members shall be adjusted to take into account all Capital Account adjustments for all items of income, gain, loss, and deduction allocable among the Members as if there had been an actual disposition of the Company's assets at their fair market value, and such assets, as so valued, shall be retained to the extent required to satisfy the requirements of Article XIII, Sections 3(A) and 3(B); and the remaining assets shall be distributed to the Members, each Member taking an undivided interest in such assets, pursuant to and in accordance with Article XIII, Section 3. Notwithstanding the foregoing, however, assets may be distributed in kind to the Members such that each Member who contributed property to the Company pursuant to Article VI, Section 4 hereof the Company receives the property so contributed; provided, that the Managers deem it to be in the best interests of the Company and the Members to so distribute the assets of the Company and the provisions of Article XIII, Section 3 are otherwise satisfied.

8. Certificate of Cancellation.

(a) When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate of termination shall be executed in duplicate and verified by the person signing the certificate, which certificate shall set forth the information required by the Massachusetts Act. An original of such certificate of termination shall be delivered to the Secretary of the Commonwealth of Massachusetts.

(b) Upon the filing of the certificate of termination, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Massachusetts Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

9. Return of Contributions Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contributions of one or more Members, such Member or Members shall have no recourse against any other Member.

## **ARTICLE XIV.**

### **MISCELLANEOUS PROVISIONS**

1. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served and shall be effective for all purposes if it is (a) in writing, and (b) either (i) delivered personally to the party or to an executive officer of the party to whom the same is directed or, (ii) actually received when a copy thereof has been sent by facsimile transmission or electronic mail, or (iii) delivered by Federal Express or any other recognized overnight parcel carrier, or

(iv) three business days have passed after sending it by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement.

2. Application of Massachusetts Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Massachusetts, and specifically by the Massachusetts Act.

3. Mediation. As a condition precedent to initiating any litigation with respect to any claim or dispute arising hereunder, the parties shall make a good faith effort to mediate a resolution of the dispute with the assistance of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Boston Regional Office of the American Arbitration Association (“AAA”). The mediation shall be held in accordance with such standards as established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen but in no event after the date that is six months prior to the date when initiation of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Payment of the mediator’s fee and all expenses shall be split equally between the Company and the other party. The provisions of this Article XIV, Section 3 shall survive the termination of this Agreement.

4. Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

5. Amendments. This Operating Agreement represents the entire agreement between the parties hereto relating to the transactions contemplated hereunder and supersedes all prior negotiations or agreements in regard thereto, and it may not be amended except by the Managers in their discretion.

6. Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

7. Headings and Pronouns. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Persons may require.

8. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

9. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not

preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10. Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

12. Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13. Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14. Investment Representations. Each Member hereby acknowledges, represents, warrants, covenants, agrees and understands as follows:

(a) each Member hereby acknowledges receipt of certain business and financial information concerning the Company and any other documents requested by the Member in connection with his, her or its investment in the Company, and each Member agrees that the Member, and the Member's attorneys and accountants, have been offered an ample opportunity to review such information, and each Member understands the risk involved with the Company's business;

(b) the Membership Interests are being offered and will be sold without registration under certain exemptions set forth in the Securities Act of 1933 (the "1933 Act") and without registration under any state securities laws pursuant to similar exemptions;

(c) the Membership Interest of each Member will be acquired solely for the account of the Member for investment, and is not being purchased for resale, distribution or subdivision thereof;

(d) each Member understands that the investment in the Membership Interest has not been reviewed by, passed on, or submitted for review to any federal or state agency or other regulatory organization;

(e) each Member has sufficient financial resources so that he could hold the Membership Interest indefinitely or could, without affecting his, her or its ability to satisfy his, her or its financial needs and personal contingencies, afford a complete loss of his, her or its investment in the Membership Interest; and

(f) each Member understands that issuance of the Membership Interest to him, her or it is made in reliance on his acknowledgements, representations, warranties and agreements

set forth herein.

The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the Operating Agreement of GREENLIGHT BUSINESS SOLUTIONS, LLC adopted by the undersigned Members of the Company as of this 8<sup>th</sup> day of August, 2018.

MEMBERS:

By: \_\_\_\_\_  
Laury Carwinchelle Lucien

By: \_\_\_\_\_  
Ulysses Youngblood

By: \_\_\_\_\_  
Valentin Faybushevich

## SCHEDULE A

### MEMBERSHIP INTERESTS AND VESTING

1. This schedule sets forth the Membership Interest of each Member of Major Bloom, LLC as well as any terms or conditions associated with the vesting of such Membership Interest. The terms in this Schedule A will control if there any contradicting terms in the Operating Agreement.
2. The Members of this Agreement along with their Vested Interests are set forth in the following chart:

Name	Membership Units	Percentage Ownership
Laury C. Lucien	475,000	49%
Ulysses Youngblood	475,000	49%
Valentin Faybushevich	50,000	2%

3. The following Member(s) will have the following conditions to vesting:
  - a. **Valentin Faybushevich**. Mr. Faybushevich shall be issued 1% of Major Bloom's Membership Units in exchange for the following:
    - Making a \$9,500 capital contribution, to be paid by November 30, 2018;  
and
    - Assuming role of Chief Retail Operations Officer.

## SCHEDULE B

### MANAGEMENT BOARD

Name	Role	Primary Responsibilities
<b>Laury C. Lucien</b>	<b>Chief Executive Officer</b>	<ul style="list-style-type: none"> <li>• Making major managerial decisions;</li> <li>• Managing Major Bloom’s overall operations and resources;</li> <li>• Overseeing Major Bloom’s licensing and compliance efforts;</li> <li>• Acting as the main point of communication between the different sectors of the company, government entities, and the public;</li> <li>• Leading the development of the company’s short-and long-term strategy;</li> <li>• Creating and implementing Major Bloom’s vision and mission;</li> <li>• Evaluating the work of other executive leaders within the company; and</li> <li>• Making sure that Major Bloom achieves all set goals and initiatives.</li> </ul>
<b>Ulysses Youngblood</b>	<b>President</b>	<ul style="list-style-type: none"> <li>• Making major managerial decisions;</li> <li>• Overseeing the company’s day-to-day operations;</li> <li>• Liaison between investors and management</li> <li>• Working with Chief Retail Operations Officer and Chief Cultivation Operations Officer to create operational strategies and policies;</li> <li>• Overseeing the planning, development and execution of Major Bloom’s marketing and advertising initiatives;</li> <li>• Generating revenue by increasing sales through successful marketing for the entire organization, using market research, pricing, product marketing, marketing communications, advertising and public relations;</li> <li>• Maintaining awareness of the competitive market landscape, expansion opportunities, and industry developments;</li> <li>• New business development; and</li> <li>• Distribution channel management.</li> </ul>
<b>Valentin Faybushevich</b>	<b>Chief Retail Operations Officer</b>	<ul style="list-style-type: none"> <li>• Day-to-day administration and operation of Major Bloom’s retail dispensaries;</li> <li>• Executing Major Bloom’s business plans according to Major Bloom’s business model;</li> <li>• Communicating operational strategies to employees;</li> <li>• Building employee alignment with company goals (and vice versa);</li> <li>• Overseeing human resource development;</li> </ul>

		<ul style="list-style-type: none"> <li>• Sales management; and</li> <li>• Customer service.</li> </ul>
<b>Laury C. Lucien</b>	<b>Secretary</b>	<ul style="list-style-type: none"> <li>• Planning and preparing meetings;</li> <li>• Documenting meetings; and</li> <li>• Maintaining company records and books.</li> </ul>
<b>Laury C. Lucien</b>	<b>Clerk</b>	<ul style="list-style-type: none"> <li>• Receiving service of process.</li> </ul> <p><b>Note:</b> this position can only ever be held by a Massachusetts resident</p>
<b>TBD</b>	<b>Chief Financial Officer</b>	<ul style="list-style-type: none"> <li>• Presenting and reporting accurate and timely historical financial information of the company;</li> <li>• Deciding how to invest company’s money, taking into consideration risk and liquidity;</li> <li>• Overseeing the capital structure of the company;</li> <li>• Determining the best mix of debt, equity, and internal financing;</li> <li>• Identifying and reporting what areas of company are most efficient and how company can capitalize on this information;</li> <li>• Economic forecasting and modeling; and</li> <li>• Overseeing compliance with 26 U.S. Code § 280E</li> </ul>
<b>TBD</b>	<b>Chief Security Officer</b>	<ul style="list-style-type: none"> <li>• Overseeing the security operations for all of Major Bloom’s facilities;</li> <li>• Creating and implementing Major Bloom’s Security Plan;</li> <li>• Overseeing employment of security personnel; and</li> <li>• Ensuring security plan’s compliance with all relevant statutes, regulations, ordinances, and guides.</li> </ul>



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001340459

1. The exact name of the limited liability company is: MAJOR BLOOM, LLC

2a. Location of its principal office:

No. and Street: 50 LORING ST.  
 City or Town: BOSTON State: MA Zip: 02136 Country: USA

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

No. and Street: 50 LORING ST.  
 City or Town: BOSTON State: MA Zip: 02136 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

ELECTRONIC COMMERCE BUSINESS AND ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LAURY C. LUCIEN  
 No. and Street: 50 LORING ST.  
 City or Town: BOSTON State: MA Zip: 02136 Country: USA

I, LAURY C. LUCIEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LAURY C. LUCIEN	50 LORING ST. BOSTON, MA 02136 USA
MANAGER	ULYSSES YOUNGBLOOD	53 DENVER TER. WORCESTER, MA 01604 USA
MANAGER	EDWARD PHIPPS	944 BEDFORD ST. ABINGTON, MA 02351 USA

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

managers.

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LAURY C. LUCIEN	50 LORING ST. BOSTON, MA 02136 USA
REAL PROPERTY	ULYSSES YOUNGBLOOD	53 DENVER TER. WORCESTER, MA 01604 USA
REAL PROPERTY	EDWARD PHIPPS	944 BEDFORD ST. ABINGTON, MA 02351 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of August, 2018,**  
**LAURY C. LUCIEN**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

August 08, 2018 08:32 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**Statement Regarding Executives, Managers, Persons or Entities Having Direct or Indirect Authority Listed on Major Bloom’s Certificate of Organization**

**I. Brief Response**

The individuals listed in Major Bloom’s Application of Intent are an accurate portrayal of Company’s current Members and Managers. Tina Lin Huber, Andrea Sauve, and Edward Phipps were excluded from the Application of Intent because they are no longer members and managers of the organization and no longer have any relationship to the organization. As indicated on Certificate ID#:001340459, *attached as Exhibit C*, Major Bloom currently has the following Members and Managers:

- Laury C. Lucien;
- Ulysses Youngblood; and
- Valentin Faybushevich.

**II. Brief Explanation**

There are two Certificates of Organization (“Certificate”) listed on the Secretary of the Commonwealth’s (“SOC”) website for Major Bloom - Certificate of Organization ID#:001314520, *attached as Exhibit A*, and Certificate of Organization ID#:001340459.

Certificate of Organization ID#:001314520 was cancelled on August 8, 2018; Certificate of Organization ID#:001340459 was filed on August 8, 2018, is still active, and lists the aforementioned individuals as Members and Managers.

**A. Certificate of Organization ID#: 001314520**

1. Certificate of Organization

Certificate ID#: 001314520 was filed on February 23, 2018 and lists the following individuals as Members and Managers of the organization:

- Tina Lin Huber;
- Laury C. Lucien;
- Edward Phipps;
- Andrea Sauve; and
- Ulysses Youngblood.

2. Certificate of Cancellation

Certificate ID#: 001314520 was cancelled on August 8, 2018 with the filing of a Certificate of Cancellation, *attached as Exhibit B*, and is therefore no longer an active organization.

**B. Certificate of Organization ID#:001340459**

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1. Certificate of Organization; Resignation of Andrea Sauve and Tina Lin Huber

Certificate ID#:001340459 was filed on August 8, 2018. Andrea Sauve and Tina Lin Huber resigned from the organization in July of 2018, and, as such, were not listed as Members or Managers on Certificate ID#:001340459. When filed, the Certificate listed the following individuals as Members and Managers of the organization:

**MAJOR BLOOM, LLC**  
**Management and Operations Profile & Application of Intent**

- Laury C. Lucien;
- Ulysses Youngblood; and
- Edward Phipps.

2. Resignation of Edwards Phipps; Certificate of Amendment

Edward Phipps resigned from the organization in August of 2018.

On February 22, 2019, a Certificate of Amendment, *attached as Exhibit D*, was filed with the SOC, removing Edward Phipps as a Member and Manager of the organization and adding Tyrone Gomes and Valentin Faybushevich as Members and Managers.

**III. Conclusion**

Andrea Sauve, Tina Lin Huber, and Edward Phipps are not current members, managers, or affiliates of Major Bloom, LLC, and, as such, do not need to be included in Major Bloom, LLC's Marijuana Retailer application.

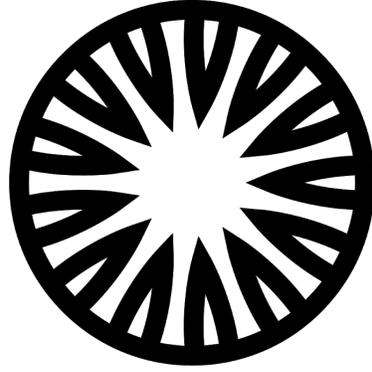
Major Bloom currently has the following Members and Managers:

- Laury C. Lucien;
- Ulysses Youngblood;
- Valentin Faybushevich; and
- Tyrone Gomes.

## **Major Bloom, LLC**

### **Plan to Obtain Liability Insurance**

- Major Bloom, LLC will obtain its insurance coverage through a cannabis insurance company.
- The general liability insurance coverage will be equal to or greater than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually and product liability insurance coverage for equal to or greater than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deduction is equal to or less than \$5,000 per occurrence.



**MAJOR BLOOM**

**Delivery Business Plan**

**Aug 2020**

**prepared by: Ulysses Youngblood, MBA**

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## 1. Executive Summary

Major Bloom is an Economic Empowerment Certificate (EEC) business and a thought leader in the marijuana industry. The EEC program is a state initiative to help reverse the harms of the drug war in disenfranchised communities. The company's uniquely positioned to deliver marijuana products. With retail locations in Attleboro and Worcester - Major Bloom will mindfully apply social and economic principles to improve conditions of consumers and the local neighborhoods in which they operate. Through e-commerce and delivery services, they will utilize safety, transportation, and unparalleled quality assurance measures to build better relationships with customers and stakeholders in the community.

There are over 3 million adult users in MA, and the market sales are expected to grow to over \$1 billion. With approximately 50 recreational dispensaries open, Major Bloom has targeted the legacy (experienced) buyer in the market. People who purchase marijuana have faced unreliable sources, poor quality, and an undesirable point of sales environment. Our business exemplifies differentiation through the commitment to improving previously harmed environments & communities in which we operate. Major Bloom is championing marijuana transparency through authenticity developed in the marijuana culture, telling stories that inspire people to do good.

### Team Overview:

LAURY C. LUCIEN: Chief Executive Officer

- Boston business attorney with expertise in acquisition and mergers within healthcare and life sciences fields. Healthcare and Cannabis experience in complex licensing processes. Cannabis professor (Suffolk University), cannabis speaker, & martial arts instructor.

ULYSSES J. YOUNGBLOOD: President & Chief Innovation Officer

- 10+ years in sales, operations, and marketing leadership. Up to 25 direct reports, overseeing 12 retail properties generating \$1M in sales. MBA from Northeastern University and a professor of Entrepreneur & Cannabis at Clark University.

VAL FAYBUSH: Chief Operating Officer

- Experience growing sales, operations, and customer service for electronic recycling as a Vice President. He gives back to his community as a volunteer coaching several local youth organizations and basketball clubs.

TYRON GOMES: Chief Operation Strategist:

- He's developed organic and renewable methods of producing cannabis. Managed the cultivation operations of the third largest dispensary in the City of Los Angeles. Tyrone built and sold a security company. Holds a cultivation license in California.

JEROME HANLEY: Chief Security Officer

- The Hildr Group, LLC ("Hildr Group") is a security company founded to facilitate the success of the cannabis industry by providing top of the line security from seed to sale. The founder of The Hildr Group, Jerome Hanley is a former marine with extensive experience in Security. The Hildr Group has assigned Jerome Hanley to be Major Bloom's Chief Security Officer.

Major Bloom will be parking vehicles in Worcester at their retail location. Approx. \$20,000 will be used for equipment, technology, and security. The company will be leasing approx. 5000 SF for their retail & manufacturing business. In Summer 2020, Major Bloom was granted Special Permits by the City of Worcester Managers Office for both retail and manufacturing businesses. The property has two garage doors/sally ports and is currently vacant as the company works through planning & permitting.

## 2. The Business Model and Financial Goals

**Revenue Model:** Major Bloom's delivery business's primary revenue stream is through the sales of marijuana products such as flower, pre-rolls (joints & blunts), concentrates (cartridges, capsules, topicals), and edibles (baked goods, candies, drinks) directly to adults. Other lines of revenue will come from the sale of lifestyle products such as accessories and apparel. The Worcester location has the capacity for a retail and manufacturing business. With co-located capabilities, the consistent flow of products will provide distribution versatility to reach a specific customer base.

Year	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Total 2020-2024
Income - Product Sales	\$ 240,813	\$ 419,172	\$ 560,240	\$613,779	\$ 750,921	\$ 2,584,922

Our prices for marijuana products are near the mid-range for our customers. Along the supply chain are other retailers and producers. Value-added services such as delivery, family & friends programs, and compelling content will drive recurring revenue and customer loyalty.

**Customer Acquisition:** Currently regulated by the state's Cannabis Control Commission, banned advertising includes most traditional forms like printed material, radio, and TV. Maintaining an informative and inspirational website and social media platforms (Facebook, Google+, Instagram) will increase our impressions and reach potential customers. Social media engagements will increase followers which will drive people to our online ordering platform to complete a purchase. Social media campaigns and our online presence have a budget of \$450 a month, and a traditional print budget of \$450 a month for handouts. Major Bloom will start delivery revenues through electronic commerce and gathering as much consumer data as possible to improve our stickiness for recurring purchase opportunities. Collecting data will include customer interviews and surveys both online and in person.

**Financial Goals:** Our initial goal is to deliver 25 orders a day by the end of our first month. Legal retail marijuana is a high transaction business where booked revenue converts to cash-flow quickly. Marijuana delivery has a higher potential for recurring customers. Revenues are earned and turned into cash once received, and products dispensed to the customers.

## 3. Market Analysis:

**Demand & Size:** Marijuana is recreationally legal in Canada, and the medical market is flourishing in Mexico backed by the government. In the United States, marijuana is regulated at the state and local level, while it remains a schedule one illegal drug. Nearly all but two states in America have at least decriminalized marijuana, while over 45 States have a medical market in place. The cannabinoid, CBD, is the most relevant component of the plant, which is related to medical use. THC is the cannabinoid most folks are after when looking for a psychoactive effect. In contrast, CBD is non-intoxicating and is medically allowed in all states.

Marijuana is the most commonly used illegal drug, according to the [2015 National Survey on Drug Use and Health](#). The primary segments in the market are the medical markets and the recreational markets. The North American market posted \$10.5 billion in revenue in 2018, up 60% from 2016, according to a report from ArcView Market Research and CNBC. Major Bloom will specialize in delivering marijuana

products through its own retail establishment as well as and other retail business operations, targeting legacy marijuana users.

In North America, medical marijuana historically is regulated before the legalization of adult-use cannabis. The adult-use market is much larger, creating higher product demand. We choose to scale the business as a direct to consumer brand because retail operations have the most significant opportunity to contribute a transformative impact in many communities. Currently, the unregulated market is still more significant than the regulated market, but many marijuana consumers need more reasons to shop with regulated entities. Many adult consumers remain restricted to geographic locations and limited product variations. Major Bloom will offer community transparency into our quality assurance values, an online ordering platform, and other services catering to legacy users.

Safety and quality assurance are the backbones of marijuana delivery services. With safety adult users want to know the source is reliable. There is increased spending on processed marijuana products as an alternative form of consumption. The increase in processed products is due to the public perception of "smoking" marijuana. These alternative forms of use include extracted oils, wax, lotions, and edibles. Quality assurance and alternative consumption trends will continue to increase as more states become legal and reduce unregulated market sales.

**Customer Profile:** For marijuana, adult customers are the primary buyers and direct users. As a delivery service, we also consider other marijuana retailers our customers, or clients. Adult marijuana users are seeking natural marijuana products, with reliable, and consistent service, therefore other retailers are looking for those same attributes. There is a developing preference for alternative consumption products. The increase in alternative consumption products becomes accommodated with processed marijuana products such as vaporizers, topicals, and oils. There are approx 3 million adult-users in the market with geographically restricted access to retail stores.

For all consumer products, not just marijuana, customers prefer to buy goods from companies that have a strong understanding of the community, health, and safety. Consumers prefer to buy from transparent firms. According to a Deloitte University Press article, Consumer Product Trends Navigating 2020, the data suggest that this preference will not exist in isolation to Millennials and high-income segments. Major Bloom has conducted the research necessary to successfully deploy solutions for customers and the community through delivery and recreational retail business. As a reseller to other dispensers, the lowest quantity sold will be equivalent to a half ounce or \$100 worth of product. End-users and customers become empowered with product information and laboratory results, that improve the experience and boost brand awareness.

Our business network, community involvement, and research at the local level enables us to target and favor experienced marijuana consumers. The underlying demand for marijuana products in retail establishments is generally outpacing the supply in the legal market. The Major Bloom brand will create value by supplying nostalgic experiences, superior products, technology, and marijuana delivery services to stay connected to our targeted customer.

**Competitive Assessment:** Economic Empowerment Applicants receive exclusive benefits to apply for Delivery-Only licenses for a period of at least two years from when the first licensee commences operations for the respective license type. The flaw which is in competitors starts with acting as a medical marijuana brand. Medical marijuana businesses had to invest a large amount of capital in growing, processing, and also retail licenses to produce and sell products. Being vertically integrated is excellent

for a monopolistic business, but adversely impacts the end consumers. With a high initial investment, competitors focused on the bottom line and short term decision making rather than addressing experienced consumer needs and considering the overall social impact of marijuana legalization. There are two primary gaps in the market with competitors; the first gap is the lack of education involving the cultivation, manufacturing, processing and quality assurance of products; and the second gap is the lack of social responsibility in these organizations to help improve conditions of communities impacted by the war on drugs. For many, these gaps meet at the core of their business, which bleeds over into the company culture and operations.

Major Bloom will address these flaws by delivering marijuana, laboratory results, and producing original content, giving our customers unobstructed views inside the market and the business. Because competitors had to invest in large commercial scale grow facilities, their "bulky" organizational structures hinder their adaptability within the local market. In addition to their oligarchic like organizational structures which make them slow to change direction, competitors are creating community programs that only achieve a presence but lack impact. Major Bloom addresses social responsibility by hiring talent from impacted communities and also redirecting resources to low-income neighborhoods through career development, business development, environmental matters, and educational programs. Many competitors entered the state, knowing they would convert their medical licenses to adult-use sales, once recreational regulations were in place.

Many competitive strategies involve commercializing a federally illegal product, and attempting to create a national brand image through retail sales. With monopolistic management, competitors are vulnerable to lacking the urgency of building local community loyalty. Marijuana thrived in the unregulated market and is currently converting to local governance. The public has had a misconstrued stigma about users. Major Bloom is the differentiator through business transparency, customer experience, diverse product offering, and urgency to show corporate responsibility.

#### **4. Solutions**

**Product and Service Design:** Customers require safe paths to healthy produced products with a consistent fulfillment rate. At a minimum, Major Bloom can successfully function by delivering very few marijuana strains as flowers. Our goal is to create a transparent and authentic learning environment for both employees and customers. An added level of product functionality includes delivering many different strains and many other alternative consumption products such as cartridges, edibles, lotions, etcetera. We will provide these product variations with the appropriate information to inform customers of the effects and benefits of each product. As the market matures and the number of licensed growers increases, our access to strain variation will also increase.

As a delivery service, Major Bloom selects the appropriate strains from retail, validates proficient quality assurance, manages inventory, and handles customer transactions. Major Bloom's delivery operation promotes social health and collaborates with marijuana commerce. The health of products, the health of customers, and the health of the community is a must-have because each stakeholder has a direct impact on the future of this emerging regulated market. Without the merge of marijuana commerce, and social awareness, society, and marijuana customers are facing commercialized, capitalistic, business practices that perpetuate the exploitation of disenfranchised communities and the growth of gentrification.

Being mindful, transparent & socially responsible is at the core of the business, Major Bloom faces the community and customers as a delivery & retail operation with a mobile platform, programs, and products that promote health.

We will inform our customers with original content on batch quality control, insight on the batch genetic makeup, nutrition feed to the plants, and commonly used strains for specific ailments. This approach is compelling to cultivators and vendors because we are collecting customer psychological data which will help predict and create buying trends. As outlined in our Economic Bloom Initiative, we intend on donating to major social issues to empower people in disenfranchised communities.

## 5. Go-to-market

**Trade/Channel Strategy:** Marijuana products are sold directly to adult consumers via delivery. Other retailers act as an intermediary between Major Bloom delivery service and the end consumer. Because we can buy packed products from retail vendors, and sell to consumers, there is the potential for channel conflicts. For example, if a retailer doesn't agree with our product price or services point to end-users. We will handle any channel conflict with our clients and end-users interest at the top of mind. Our brand is taking place as information providers with a variety of marijuana products. Some retail vendors might also have other contracted delivery services; the right vendor would want to grow their brand with us and not try to out position Major Bloom. As previously stated in the market analysis section, many larger marijuana operations have been producing and retailing in excess. Major Bloom had many initial conversations with suppliers and large conglomerates looking to source products to licensed delivery operators. These vendors can provide large quantities of packed product and ensure we reach the customer demand. Additionally, we will be delivered from our own retail footprint.

Although the legal industry is in its infancy, the culture and the general sales cycle standardly remain the same. For most products, there is a six-step sales cycle. The first set is prospecting, which refers to the process of finding potential customers. For Major Bloom, we will control our narrative and gain new customers, online through interactive content. We will host events as well. The next step is setting an appointment which is usually face-to-face. This second step will be when a potential customer visits our facilities or other means of meeting interactions. The third step is qualifying the lead by confirming that we have what the client or customer is potentially willing to buy. The fourth step is to make a recommendation for a product or solution. For example, if a customer asks for pre-rolls in a particular strain, we would provide that request or make recommendations for what we have on hand. The next step is closing the sale by confirming the customer's willingness to buy. Moreover, the last step is to ask for referrals from the paying client. Referrals typically come at the point of sale, at the time of the delivery or product or services. Lastly, during a courteous follow up after the product or services delivered, we ask for referrals.

**Branding, Advertising, and Promotion:** To describe Major Bloom's brand in two words, thought leadership. Major Bloom's name represents transformative growth. The word Major is considered an adjective, verb, and noun as parts of speech in the English language. A simple definition; higher in dignity, rank, importance, interest, number, size, amount, or degree. The word Major is authoritative and authentic, aligning with our culture. The word bloom is a verb and a noun as parts of speech. The most direct definitions of bloom are to produce or yield flowers and to support abundant plant life. In other descriptions; to mature into the achievement of one's potential: to flourish in youthful beauty, freshness, or excellence; to appear or occur unexpectedly or in remarkable quantity or degree.

The underlying message in our brand is thought leadership and social awareness mixed with genuine care for social responsibility. Our messaging shows an obvious concern for the history of the plant and the social harm caused by prohibition. Our messaging reminds customers to be healthy and helpful to themselves and those around them. Our brand inspires professionalism and cognitive thinking so that customers are making an informed purchasing decision. The Major Bloom message is relevant to our target audience legacy (experienced) users because the longer a customer has been using marijuana, the more likely they know someone, or maybe even they have been impacted by prohibition. Our goal is to create a unique digital and delivery environment that reflects a cultural understanding that marijuana has a long history of use, but we also have an in-depth knowledge of regulations in this new emerging market. Our messaging promotes health for customers and the community. Major Bloom will forever balance a sense of urgency which creates solutions to positively impact the community while also delivering a high-quality experience and products to customers.

Major Bloom's delivery service will fulfill retail needs through a socially driven message. As stated in the market analysis section, "customers prefer to buy goods from companies that have a strong understanding of the community, health, and safety. Major Bloom's underlying value is to bring mindful people together. We want to inspire change, consciously led by the local marijuana community. Major Bloom supports the market with a healthy, safe, and quality brand.

Promotional efforts will influence the community and customers to use our mobile, online platforms for products, and educational information. We will attend local focus groups, events, and trade shows while also hosting our conferences involving social impact. Traditionally, local news and media outlets cover marijuana as a "hot topic" to inform the general public of business operations and political changes. As a part of the state-required direct impact plan, Major Bloom will participate in a number of workshops such as trash clean-ups, career building, and business development events, that will take place in the critical communities harmed by marijuana prohibition.

**Layout and Merchandising:** The deliveries will take place from our Worcester location. The facility is approx. 8,650 SF. split between two levels. The facility has a sallyport for secure deliveries and parking. Major Bloom's location provides a secure, consultative, learning environment for marijuana activity. The delivery vehicles will be energy efficient, unmarked, inconspicuous, and compact.

## 6. Operations

**Managing Suppliers:** Major Bloom has been in contact with many marijuana retailers and producers. Before the recreational market, all medical marijuana businesses had to become vertically integrated through state law. Companies focused on large commercial cultivation operations and extensive processing facilities. Major Bloom also has vertically integrated capabilities at this location, which includes retail and manufacturing. All marijuana products require testing at a state-approved laboratory. If a product batch doesn't pass laboratory inspections, suppliers are forced to discard the products. Laboratories are testing for heavy metals and other contaminants that would be harmful to the end-user. Once test results are updated, suppliers and Major Bloom must use METRC to complete a transaction, which is a marijuana compliance software to help state regulators track purchases.

**Managing Production:** With digital and mobile components of the business being used to inform customers and the community, Major Bloom will create original content that involves the production process of the plants, end products, and delivery service information. The goal of this content is to ensure quality assurance for suppliers, share best practices for regulators, and create a unique buying experience for customers. Other lifestyle products, such as accessories and apparel, will also come

through distribution suppliers. Accessories and apparel products have lower regulatory barriers and restrictions to sell. These types of products typically are produced outside state lines, and Major Bloom will be selling them online.

**Managing Logistics/Fulfillment:** Major Bloom cannot ship marijuana products through mail or carriers. Managing (retail) vendor orders starts with understanding product inventory and providing that information to customers so that they can make the right buying decisions. Marketplaces and ordering systems such as I Heart Jane have delivery components that connect to inventory systems via API. Inventory systems such as TH-Suites, MJ Freeway, or BioTrack will keep a record of what products we have on hand and a history of what products have sold. And compliance systems such as Metrics help with regulatory compliance.

**Managing customer service:** Major Bloom's customer service agents will be fielding phone calls, chat messages, and emails. Retail clients, adult users can contact Major Bloom to request product information, and review their product/experience with online/digital reviews on cannabis market places and social media platforms.

## 7. Team Profile

**LAURY C. LUCIEN (Founder):** Chief Executive Officer

- Laury C. Lucien is a Boston business attorney with experience in healthcare and life sciences matters as well as business licensing, corporate services, and mergers and acquisitions. She obtained her Juris Doctorate degree from Suffolk University Law School and a Bachelor's Degree from the University of Massachusetts
- Laury is a partner in, and legal advisor to, an infused products company located in California. She sits on the Board of Advisors of the Massachusetts Recreational Consumer Council. She is also an adjunct professor at Suffolk University Law School, where she teaches Cannabis Law
- Laury has advised pharmacies regarding the healthcare regulatory and licensing components of multiple multi-billion dollar acquisitions of privately held pharmacies. She has helped clients apply for, and renew, the following licenses in all 50 states: pharmacy, third-party administrator, utilization review, and collection agency. She is also experienced in helping international businesses obtain licenses necessary to operate in the U.S.
- Laury is passionate about giving back to underserved communities. While attending law school, she participated in the University's Intellectual Property and Entrepreneurship Clinic, where she represented clients, in a wide range of business disputes and intellectual property matters
- She also worked with the Housing Unit of Greater Boston Legal Services, where she advocated for clients facing foreclosure. Laury currently provides pro bono services to emerging entrepreneurs by helping them draft their business formation documents

**ULYSSES J. YOUNGBLOOD (Founder):** President & Chief Innovation Officer

- Ulysses began his entrepreneurship journey as a teenager by operating his family's residential/commercial cleaning service. Inspired by his experience with the business, Ulysses went on the career path of management and obtained his M.B.A. from Northeastern University
- Managing 20+ field sales reps across 12 Home Depot and BJ's locations. Generating \$1M+ a month in sales. Maintaining relationships with each store manager and stakeholders to increase profitability. Ulysses has hired and trained over 70 solar sales professionals in CT, MA, RI, FL, NY, generating over \$50M in sales across all markets working for a fortune 200 energy company

- Produced marijuana e-commerce and social media platforms which have generated thousands of online impressions. He is managing a local marijuana community stakeholder relationships across Massachusetts. Ulysses has been a medical marijuana patient since 2013
- Experience with bottom-line innovation by improving sales and operations process by training employees on customer service, information systems, and day-to-day tasks to drive performance
- His marketing efforts increased revenue by 50% with the implementation of procurement software for healthcare clients. He helped facilitate over \$62M in online sales from 2013-2014 and was a Salesforce system administrator during this time. Ulysses trained healthcare professionals on the utilization of online ordering and inventory software.
- College athlete: While studying business management he played Varsity Football and Club Baseball After. While working full time he obtained his MBA and has been actively participating in the Northeastern University Idea Venture Accelerator program since 2015. The Idea Group has helped set a strong foundation for Major Bloom

*MANAGEMENT: Tyrone Gomes, & Val Faybush*

**TYRONE GOMES:** Chief Cultivation Operation Officer

- Tyrone Gomes, a Massachusetts native began his career as an entrepreneur in 2006 when he founded Summit Protection, an Alarm Security company out of San Antonio Texas. In 2010 Tyrone entered the medical marijuana industry by way of retail in Los Angeles, California. He worked his way into management and transitioned into commercial cannabis cultivations.
- Tyrone has a breadth of experience that touches multiple sectors of the marijuana industry to include serving as the technical director of a premier Dutch lighting brand called DimLux Lighting.
- Tyrone was instrumental in helping Dimlux penetrate the US market by way of guerilla-style marketing at industry trade shows and overseeing multiple departments within the organization. Tyrone has designed custom light plans for some of the largest commercial cultivation facilities in the US and Canadian. Being a tradesman by trade, Tyrone has played a major role in the complete design and construction of eleven commercial cannabis cultivation facilities.
- Tyrone currently holds three cannabis licenses in the state of California and is the head of cultivation and product development of a Los Angeles based edible company that he helped found. Tyrone has had success as a managing partner of a cannabis genetics company called Chill Hill Bean Co, a premier California based seed company.
- Tyrone currently serves as a managing partner of a cannabis consulting firm called GreenLight Business Solutions which helps entrepreneurs navigate marijuana licensing in Massachusetts and helps existing legal businesses overcome compliance and internal struggles.

**VAL FAYBUSH:** Chief Operating Officer

- Valentin was born in Russia and migrated to Brookline, MA in 1989.
- While in school, Valentin studied architectural and engineering design and drafting, and worked for architectural firms for 3+ years, mostly on commercial projects. Driven by his passion for protecting the environment, after having earned his degree in Computer Engineering from Northeastern University, Valentin spent the next 16 years spearheading the electronic recycling efforts, growing in his responsibilities from the customer service position to VP of operations.
- Throughout his career, his responsibilities included growing and managing the sales team, inventory control, implementing the best practices regarding processing, packaging and shipping products, logistics management, scheduling, business development, and consulting, as well as employee acquisition and retention.

- Following his sustainable belief practices, Valentin continues his career as a Director of Sales and Business Development in the renewable energy field, leading his team to promote the use of cutting-edge solar technology concentrating on residential and commercial projects.
- A father of three, Valentin strives to give back to his community as a volunteer, coaching several local youth organizations and basketball clubs.

## 8. Milestones

Major Bloom will invest \$20K into the delivery service which includes sallyport renovation cost and equipment for the delivery operations.

**Product or service development:** Build-in delivery API to an online platform, three weeks after receiving our state license. The development includes the engineering and design work to the property and the interior/exterior of the building. It also includes security and landscaping.

**Specific testing milestones with customers (alpha, beta):** Online forums and community meetings to gather feedback and further research the market. Surveys and social media, the creation, and promotion company branded, content. Increasing social media engagement, data collection, and internal systems online

**Sales and marketing (launch, content series, trade shows, conferences):**

- Major Bloom Delivery Application Summer 2020
- Major Bloom Retail Activity Winter 2020
- Major Bloom Delivery Fleet Spring 2021

	<b>MAJOR BLOOM, LLC</b>	<b>Personnel-Related Operating Procedures PROP-9</b>
		<b>Effective/Revised Date: 1/2/19</b>
		<b>Supersedes: New</b>
<b>Subject: Policy and Procedures for Employee Dismissal for Diversion and Other Acts</b>		<b>Approved by: CEO</b>

**A. POLICY**

Major Bloom, LLC (“Major Bloom”) understands that ensuring the safety and longevity of the marijuana market requires preventing the diversion of marijuana into the unregulated market. Major Bloom understands that the greatest risk of diversion comes from those with access to Major Bloom’s facilities. As such, Major Bloom has a Zero Tolerance policy with respect to all employees with regard to the diversion of marijuana, engaging in practices deemed unsafe, and any conviction, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the U.S. and its territories. Any employee found to have engaged in any of aforementioned acts shall be immediately terminated of their employment and banned from all Major Bloom facilities. In addition, any employee who is caught diverting marijuana or engaging in unsafe practices shall be reported to law enforcement and the CCC.

**B. PROCEDURES**

**1. Diversion and Unsafe Practices**

- a. Termination of Employment.** Whenever there is substantial proof that an employee has 1) diverted marijuana/marijuana products or money from any Major Bloom facility or 2) engaged in unsafe practices with regard to the operation of Major Bloom’s facilities, the employee shall be immediately terminated and banned from all Major Bloom facilities. Notice will be provided to all Major Bloom facility managers, who will then immediately alert all Major Bloom personnel of terminated employees status in the manner that the manager has determined to be the most effective. Security personnel will be instructed to deny the terminated employee access to Major Bloom’s facilities.
- b. Notification to Law Enforcement.** Law enforcement shall be alerted immediately after the discovery of diversion or unsafe practice.
- c. Notification to CCC.** The CCC shall be notified within 24 hours of the discovery of diversion or unsafe practice.

**2. Drug-Related Offenses**

- a. Termination of Employment.** If an employee, during the term of employment, gets convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in U.S. and territories, the employee will be immediately terminated and banned from all Major Bloom facilities. Notice will be provided to all Major Bloom facility managers, who

will then immediately alert all Major Bloom personnel of terminated employees status in the manner that the manager has determined to be the most effective. Security personnel will be instructed to deny the terminated employee access to Major Bloom's facilities.

- b. Notification to CCC.** The CCC shall be notified within 24 hours of the discovery of diversion or unsafe practice.



## Major Bloom, LLC

### Management and Operations Profile Operating Policies and Procedures

#### **RECORDKEEPING POLICY AND PROCEDURES**

##### **A. POLICY**

Major Bloom, LLC (“Major Bloom”) understands the importance of maintaining detailed company records. It is Major Bloom’s policy to institute guidelines to permit Company to maintain records in a manner compliant with applicable law.

##### **B. PROCEDURES**

Major Bloom shall maintain the following records:

1. Written operating procedures;
2. Inventory records;
3. Seed-to-sale tracking records for marijuana and marijuana products;
4. Personnel records;
5. Business and Financial records; and
6. Order Logs
7. Manifests
8. Waste disposal records.

Major Bloom’s Secretary shall be responsible for maintaining the above records and will work closely with the Chief Financial Officer to ensure the accuracy and maintenance of the company’s business records.

##### **1. Personnel Records**

- a. Major Bloom shall maintain a personnel record for each Marijuana Establishment agent for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment.
- b. Personnel records include, but are not be limited to, the following:
  - 1) All materials submitted in connection with the prospective dispensary agent’s marijuana agent registration application submitted to the CCC;
  - 2) Documentation of verification of references;
  - 3) Description of job description or employment contract, including duties, authority, responsibilities, qualifications, and supervision;
  - 4) Signed and dated training records, including:
    - Date, time, and place training was received,



## **Major Bloom, LLC**

### Management and Operations Profile Operating Policies and Procedures

- Topics discussed, and
- name and title of presenter;
- 5) Documentation of periodic performance evaluations;
- 6) Record of any disciplinary action taken;
- 7) Notice of completed Responsible Vendor Training and 8-hours of related duty training.
- 8) Staffing plan that demonstrates accessible business hours and safe dispensing conditions; and
- 9) All background check reports.

#### **2. Business/Financial Records**

- a. Major Bloom's financial records shall be maintained in accordance with generally accepted accounting principles.
- b. Major Bloom shall maintain computerized records of the following:
  - 1) Assets and liabilities;
  - 2) Monetary transactions;
  - 3) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - 4) Sales records including the quantity, form, and cost of marijuana products; and
  - 5) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.
- c. Major Bloom's Secretary shall be responsible for maintaining the company's financial records and will work closely with the Chief Financial Officer to ensure their accuracy.
- d. Major Bloom will retain business records for a period in accordance with Major Bloom's operating agreement, but never for less than 12 months.



## Major Bloom, LLC

### Management and Operations Profile Operating Policies and Procedures

#### **POLICIES AND RPOCEDURES FOR MAINTAINING FINANCIAL RECORDS**

##### **I. POLICY**

Major Bloom, LLC (“Major Bloom”) shall maintain company’s financial records in accordance with Major Bloom’s operating agreement as well as applicable laws.

##### **II. RESPONSIBLE PARTY**

Major Bloom’s Secretary shall be responsible for maintaining the company’s financial records and will work closely with the President to ensure their accuracy.

##### **III. PROCEDURES**

**A.** Major Bloom’s financial records shall be maintained in accordance with generally accepted accounting principles.

**B.** Major Bloom shall maintain computerized records of the following:

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

**C.** Major Bloom shall maintain financial records for a period in accordance with its operating agreement but never for less than twelve (12) months.

**D. Recording Sales - 935 CMR 500.140(5)**



## Major Bloom, LLC

### Management and Operations Profile Operating Policies and Procedures

1. **CCC-Approved POS System - 935 CMR 500.140(5)(a)**. Major Bloom shall use a point-of-sale (POS) system approved by the CCC, in consultation with the DOR.
2. **DOR-Approved Sales Recording Modules - 935 CMR 500.140(5)(b)**. Major Bloom shall only utilize a sales recording module approved by the DOR.
3. **Software Restrictions - 935 CMR 500.140(5)(c)**. Major Bloom shall not use any software or other methods to manipulate or alter sales data.
4. **Monthly Audit - 935 CMR 500.140(5)(d)**
  - a. **Monthly Audit**. Major Bloom shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
  - b. **Maintenance of Monthly Analysis Records**. Major Bloom will maintain records that it has performed the monthly analysis and produce it on request to the CCC.
  - c. **Notice and Action Pursuant to Manipulation or Alteration of Sales Data**. If Major Bloom determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, Major Bloom shall:
    - 1) Immediately disclose the information to the CCC;
    - 2) Cooperate with the CCC in any investigation regarding manipulation or alteration of sales data; and
    - 3) Take such other action directed by the CCC to comply with 935 CMR 500.105.
5. **Record Retention - 935 CMR 500.140(5)(e)**. Major Bloom shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
6. **935 CMR 500.140(5)(f)**. Major Bloom shall adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales and non-Marijuana sales.
7. **935 CMR 500.140(5)(g)**. The Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.



## **Major Bloom, LLC**

### Management and Operations Profile Operating Policies and Procedures

- 8.** Major Bloom will not operate a co-located adult-use marijuana retailer and medical treatment center. Major Bloom's retail facility will operate under the adult-use regulations.



## **Major Bloom, LLC**

### Management and Operations Profile Operating Policies and Procedures

## **PERSONNEL POLICY AND PROCEDURES**

### **I. POLICY**

Major Bloom, LLC ‘s (“Major Bloom”) policy is to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Major Bloom will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

### **II. RESPONSIBLE PARTY**

Major Bloom’s Management is primarily responsible for ensuring that equal employment opportunity policies are implemented, however all members of the staff share in the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including, Managers, determined by Major Bloom to be involved in discriminatory practices are subject to disciplinary action and may be terminated.

### **III. PROCEDURES**

#### **A. Staffing**

Major Bloom is a business that endeavors to be built on a solid foundation. From the outset, we have decided to recruit only qualified people to service various job positions in our company. We are aware of the stringent statutes, regulations, ordinances, and laws governing the cannabis industry, and, as such, seek to recruit experienced and qualified employees as foundational staff of the organization.

Major Bloom expects to have full time shifts and part time shifts to staff the dispensary. There may be some individuals who choose to work a full ten hour day. Specific shift patterns have not yet been established.

The following are the positions that will be available at Major Bloom’s retail dispensary:

- Chief Executive Officer
- President
- Director of Delivery



## Major Bloom, LLC

### Management and Operations Profile Operating Policies and Procedures

- Chief Security Officer
- Economic Bloom Initiative Coordinator
- Delivery Agents

#### 1. Chief Executive Officer

- Making major managerial decisions
- Managing Major Bloom's overall operations and resources
- Overseeing Major Bloom's licensing and compliance efforts
- Acting as the main point of communication between the different sectors of the company, government entities, and the public
- Leading the development of the company's short-and long-term strategy
- Creating and implementing Major Bloom's vision and mission
- Evaluating the work of other executive leaders within the company
- Making sure that Major Bloom achieves all set goals and initiatives

#### 2. President

- Making major managerial decisions
- Overseeing the company's day-to-day operations
- Liaison between investors and management
- Working with Chief Retail Operations Officer to create operational strategies and policies
- Overseeing the planning, development and execution of Major Bloom's marketing and advertising initiatives
- Generating revenue by increasing sales through successful marketing for the entire organization, using market research, pricing, product marketing, marketing communications, advertising and public relations
- Maintaining awareness of the competitive market landscape, expansion opportunities, and industry developments
- New business development
- Distribution channel management

#### 3. Director of Delivery

- Day-to-day administration and operation of Major Bloom's delivery operation
- Executing Major Bloom's business plans according to Major Bloom's business model
- Communicating operational strategies to employees
- Building employee alignment with company goals (and vice versa)
- Overseeing human resource development, including training staff on customer service, sales and product knowledge



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- Assist the executive team with the implementation of operational rules, regulations, policies, and procedures; ensure best practices are consistently adhered to by staff and that all manuals are up to date
  - Sales and growth management
  - Customer service
4. Chief Security Officer
- Develop, manage, and implement Major Bloom’s security policies and procedures
  - Oversee the security operations for Major Bloom’s retail facility
  - Create and implement Major Bloom’s Security Plan
  - Oversee employment of security personnel
  - Ensure security plan’s compliance with all relevant statutes, regulations, ordinances, and guides
  - Establish and monitor key activities, employees, and security policies and procedures
5. Economic Bloom Initiative Coordinator
- Oversee Major Bloom’s Economic Bloom Initiative (“Initiative”), which is Major Bloom’s community reinvestment and community outreach program
  - Implement and oversee the Initiative
  - Understand the needs of disproportionately impacted communities and develop solutions and strategies for meeting those needs
  - Work with the President to assess Major Bloom’s environmental impact and develop methods to reduce such impact, if any
  - Implement Major Bloom’s Direct Impact Program and Diversity Program
6. Delivery Agents
- Responsible for carrying out deliveries of marijuana and marijuana products to consumers.
  - Verifying customer identification
  - Report any suspicious activity to the appropriate authority
  - Provide recommendation to Chief Security Officer for security improvements.
  - Some delivery agents will work as dispatch at the delivery operation’s principal place of business.
  - Responsible for maintaining communication with dispatch at least every thirty minutes.

#### **B. New Employees**



## Major Bloom, LLC

### Management and Operations Profile Operating Policies and Procedures

1. Employee Registration with the Cannabis Control Commission. Major Bloom will register all employment candidates with the Cannabis Control Commission. Candidates shall:
  - a. Be at least 21 years of age;
  - b. Have never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction;
  - c. Be suitable for registration in accordance with 935 CMR 500.800 (Background Check Suitability Standards) and 500.802 (Suitability Standard for Registration as a Marijuana Establishment Agent); and
  - d. Undergo background checks, as required by law, and obtain all necessary permits/licenses prior to the commencement of work.

2. Employment Reference Checks

To ensure that individuals who join Major Bloom are well qualified and have a strong potential to be productive and successful, it is the policy of Major Bloom to check the employment references of all applicants.

3. Equal Employment Opportunity

- a. Major Bloom, LLC is an equal opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, sex, age, religion, national origin or ancestry, physical or mental disability, marital status, veteran status, and any other basis protected by federal and state laws. This applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and training.
- b. Major Bloom, LLC expressly prohibits all such unlawful discrimination and all persons involved in the operations of Major Bloom, LLC are prohibited from engaging in any type of discriminatory conduct. Any person determined to be involved in any such discrimination shall be subject to disciplinary action including termination.

4. Unlawful Harassment

- a. Major Bloom strives to maintain a work environment that is free of discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful



## Major Bloom, LLC

### Management and Operations Profile Operating Policies and Procedures

harassment of employees by anyone, including Managers, co-workers, vendors, or customers.

- b. Any Manager, employee, or vendor determined by Major Bloom to be involved in unlawful harassment will be subject to disciplinary action and may be terminated.
  - c. Any customer determined by Major Bloom to be involved in unlawful harassment may be permanently banned from the premises.
5. Americans with Disabilities Act
- a. Major Bloom is committed to complying with the Americans with Disabilities Act. Company recognizes that some individuals with disabilities may require accommodations at work.
  - b. Major Bloom will attempt to reasonably accommodate qualified individuals with a temporary or long term disability so that they can perform the essential functions of the job, unless doing so would create an undue hardship on Major Bloom.

#### **C. Policy for Immediate Dismissal of Agents; Offenses**

1. Major Bloom shall take disciplinary action against any employee who has been found to have engaged in inappropriate conduct. Prior to undertaking any such action, Major Bloom shall engage in sufficient investigation to obtain sufficient evidence to allow Major Bloom to determine that such action was actually engaged in by the employee in question. Disciplinary action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.
2. Notwithstanding the foregoing, Major Bloom employees are subject to immediate termination from employment if the employee has:
  - a. Been found to have diverted marijuana. Such diversion will be reported to law enforcement officials and to the Commission.
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment. Major Bloom shall report the termination and cause to the Commission; or
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



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#### **D. Personnel Records and Data Changes**

##### **1. Personnel Records**

- a.** Major Bloom shall maintain a personnel record for each employee or contractor for at least 12 months after termination of the individual's affiliation with the Company. Each personnel record will include, at a minimum, the following:
  - 1)** All materials submitted to the commission pursuant to 935 CMR 500.030(2);
  - 2)** Documentation of verification of references;
  - 3)** The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - 4)** Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - 5)** Documentation of periodic performance evaluations;
  - 6)** A record of any disciplinary action taken; and
  - 7)** Notice of completed responsible vendor and eight-hour related duty training.

##### **2. Data Changes**

Employees must promptly notify Major Bloom of any changes in personnel data, including: personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments, pending criminal charges, and other such status reports should be accurate and current at all times.



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	<b>MAJOR BLOOM, LLC</b>	<b>Security &amp; Safety Policies &amp; Procedures SSP-3</b>
		<b>Effective/Revised Date: 1/2/19</b>
		<b>Supersedes: New</b>
<b>Subject: Alcohol, Smoke, and Drug-Free Workplace Policy and Procedures</b>		<b>Approved by: CEO</b>

#### I. PURPOSE

The unauthorized possession, use or abuse of drugs or alcohol in the workplace poses an unacceptable risk to the safe, healthful, and efficient performance of our job responsibilities and endangers Major Bloom, LLC’s (“Major Bloom” or “Company”) employees, customers, property, equipment and reputation. The Company is committed to providing all employees with a drug and alcohol-free workplace and has established the following Alcohol, Smoke, and Drug-Free Workplace Policy ( “Policy”) with regard to the unauthorized use and possession of prohibited substances. This Policy is established to: ensure a safe environment for employees and customers; protect Company and employee property; increase productivity, efficiency and quality of service; and enhance operational security. This Policy complies with Company’s obligations under Attleboro Zoning Ordinance § 17-10.15(F)(3)(g) and 935 CMR 500.105(1).

#### II. SCOPE

This Policy applies to all of Company’s employees and prospective employees.

#### III. POLICIES & PROCEDURES

- 1. When the Policy applies:** The Policy shall apply to employees when they are on Company time or on Company premises. It also covers certain specified conduct that takes place outside of Company time and off Company premises. For the purposes of this Policy, Company “premises” is defined as all property, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles, whether owned, leased or used by Major Bloom. Company “time” is defined as any period when an employee is on duty, is performing, expected to be performing, or is ready to



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perform work duties for Major Bloom, whether or not the employee is at his or her regularly assigned work station or location.

#### **2. Prohibited conduct**

- 2.1** Unauthorized use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance (as defined in Section 3) on Company time or Company premises.
- 2.2** Being under the influence of an illegal drug, controlled substance or alcohol.
- 2.3** Storing any prohibited substance in a locker, desk, office, automobile or other container or repository.
- 2.4** Refusing to sign a statement agreeing to abide by Company's Alcohol, and Drug-Free Workplace Policy.
- 2.5** Refusing to consent to testing, or failing to submit a sample for testing without valid medical explanation, when requested by Major Bloom consistent with the requirements of this Policy.
- 2.6** Smoking cigarettes in non-designated areas.
- 2.7** Substituting or adulterating anybody substance or specimen submitted for testing, or falsely representing that the body substance or sample fluid is the employee's own sample.
- 2.8** Failure to notify Company of a conviction under any criminal drug statute for a violation occurring in the workplace within five (5) days after the conviction (including pleas of guilty or no contest/nolo contendere).
- 2.9** Off-duty use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance that adversely affects the employee's work performance, his/her own or others' safety at work, or Major Bloom's regard or reputation in the community.
- 2.10** Failing to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled.



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**2.11** Refusing to submit to a search when requested by Major Bloom consistent with the requirements of this Policy and based upon reasonable suspicion that the employee or prospective employee has engaged in unlawful or improper activity.

### **3. Prohibited substances**

**3.1** Illegal drugs and other controlled substances (including trace amounts) which have the effect of altering the physical and/or mental abilities of the employee. Such illegal drugs include, but are not limited to, marijuana, cocaine, opiates, phencyclidine, and amphetamines.

**3.2** Alcohol, which is defined as alcoholic beverages and any other beverage, mixture or preparation, including any medication containing alcohol.

**3.3** Prescription drugs which are known to or may impair a person's work performance, except as provided in section 4, or prescription medication which has not been legally obtained for personal use.

### **4. Prescription Drugs and Other Medications**

#### **4.1 Employee Responsibility**

- An employee using a prescription drug or over-the-counter medication, which is known to or may cause impairment, is responsible for being aware of any potential effect such drug may have on his/her judgment or ability to perform duties and for reporting such use to his/her supervisor prior to beginning work. Major Bloom, at all times, reserves the right to have its physician determine if a prescription drug or medication impairs work performance and may restrict the employee's work activity accordingly.

#### **4.2 Employee Affirmative Duties**

- An employee shall inform his/her supervisor prior to using any prescription or over-the-counter medication that is impairing or has the potential to impair performance on the job.
- Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician. Over-the-counter



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medications also shall be used only for the purpose intended, and in the dosage and manner recommended.

#### 5. Implementation and Enforcement of Policy

**5.1** The following testing procedures may be employed to assure compliance with the Policy. Applicants and employees may be requested to submit samples for prohibited substance testing, which may include, but are not limited to, urine, saliva, blood, plasma, breath, hair follicle or other accepted testing procedures in the following circumstances:

- As a condition of consideration for employment
  - Applicants who have received a contingent offer of employment may be required to undergo and pass a drug test. Applicants who test positive on a pre-employment drug test shall be disqualified for further consideration.
- Reasonable suspicion of an employee
  - When Major Bloom has reasonable suspicion to believe that an employee has unauthorized possession of or has used, sold, purchased, manufactured, dispensed, distributed or is under the influence of prohibited substances on Major Bloom premises.
    - Reasonable suspicion that an employee has used or is under the influence of a prohibited substance exists when an employee's appearance, behavior, speech, breath or body odors indicate the use or effects of alcohol or drugs.
    - If an employee who is selected for reasonable suspicion testing does not require immediate medical attention, the company will provide transportation to a specimen collection site. If necessary, Company will also attempt to make arrangements for suitable transportation to the employee's home following testing.
    - An employee who is required to take a reasonable suspicion test is considered unqualified to work and will be placed on immediate unpaid suspension, pending the results of his/her test(s). If the test results are negative and if the employee has fully cooperated with the testing, the employee will suffer no loss of regular pay or benefits as a result of the testing.



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#### 6. Investigation

##### 6.1 Searches

- An employee's personal property will not be subject to a search for drugs or alcohol unless there is reasonable suspicion to believe the employee is in possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances while on company time or premises, unless otherwise required by law, regulation or a last chance agreement. Major Bloom reserves the right to inspect the contents of any company property being used by the employee at any time. This includes desks, lockers, company cars, and other company facilities.

##### 6.2 Employee Privacy

- Testing and searches will be conducted with due regard for the personal privacy and dignity of each employee.

**7. Refusal to submit to tests or searches:** No employee test or search of an employee's personal property will be conducted without the employee's written consent. However, an employee who refuses to submit to a test or search may be subject to disciplinary action up to and including discharge.

#### 8. Consequences and last chance agreements

**8.1** Any employee who violates this Policy will be subject to disciplinary action, up to and including discharge, at Major Bloom's sole and exclusive discretion.

**8.2** An individual who violates this Policy may, at Major Bloom's sole discretion and without precedent, be offered the opportunity to enter into a "last chance agreement." The primary objective of a last chance agreement is to offer rehabilitation to an employee who has or may develop drug or alcohol problems or other health or behavioral problems. A last chance agreement shall provide that an employee who violates this Policy may return to employment at Major Bloom under the following conditions:

- The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.



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- The employee must successfully complete a licensed rehabilitation program approved by the company. A written statement of successful completion must be provided from the licensed rehabilitation program.
- The employee must agree to submit to unannounced random testing for the duration of the treatment plus one year.
- An employee returned to work under a last chance agreement will be subject to immediate discharge for any violation of this Policy including, but not limited to, a positive test result for the use of any prohibited substance as defined by this Policy.

	<b>MAJOR BLOOM, LLC</b>	<b>Security &amp; Safety Policies &amp; Procedures SSP-3</b>
		<b>Effective/Revised Date: 1/2/19</b>
		<b>Supersedes: New</b>
<b>Subject: Confidential Information Storage, Access, and Transmission Plan</b>		<b>Approved by: CEO</b>

**I. STORAGE, ACCESS, AND TRANSMISSION OF CONFIDENTIAL INFORMATION**

**A. POLICY**

It is the policy of Major Bloom, LLC to control access to and maintain the confidentiality of records that contain Confidential Information, in order to protect the privacy of Major Bloom, LLC, its employees, customers, suppliers and vendors to reduce the risk of identity theft, and to comply with relevant federal and state laws and regulations governing Confidential Information, including:

- the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- the Family Educational Rights and Privacy Act of 1974 (FERPA);
- the Gramm-Leach-Bliley Act (GLB);
- 935 C.MR. 500; and
- other state and federal statutes and regulations as appropriate.

To facilitate the protection of Confidential Information collected, used, and/or maintained by Major Bloom, LLC, Company requires that its employees protect all Confidential Information, including Confidential Information, by safeguarding it when in use, protecting it properly when not in use, and sharing it appropriately. Confidential Information will only be shared as allowed by state and federal law and Major Bloom policy.

As detailed in the Confidentiality Policy, all employees with access to Confidential Information shall receive training at least once per year regarding the requirements of this policy.

For the purpose of this policy, “Confidential Information” means:

- information capable of being associated with a particular individual through one or more identifiers, including, but not limited to, a Social Security number, a driver’s license number, a state identification card number, an account number, a credit or debit card number, a passport number, an alien registration number or a health insurance identification number;

- protected health information as defined by HIPAA, which generally includes identifiable health information – with certain exceptions;
- financial records,
- business, marketing, and strategic plans,
- personnel and payroll records regarding current and former employees,
- inventions, programs, trade secrets, formulas, techniques and processes, and any other documents or information regarding the company’s operations, procedures or practices; and
- all other nonpublic Confidential information.

Confidential Information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media. Confidential Information includes information stored in any format, including but not limited to electronic media, hard copy documents, and certain types of information that may be conveyed orally. Any employee with questions about whether certain information constitutes Confidential Information as defined by this policy or any other question about the meaning or implementation of this policy should contact their Manager or Human Resources Department.

Employees who do not comply with this policy may be subject to disciplinary action, including but not limited to, termination.

## **II. Procedures for Electronically Stored Confidential Information**

### **A. Storage of Confidential Information in Electronic File**

1. All Major Bloom, LLC electronic files that contain Confidential Information shall be stored on the central Company servers or be encrypted and stored in a secure location. Such files may not be stored on Confidentially-owned computers or devices.
2. All Major Bloom, LLC electronic files that contain Confidential Information and that are stored on hard drives and storage devices being removed from service shall be completely erased and/or the devices destroyed.

### **B. Transmission of Confidential Information in Electronic Files**

1. All off-premise connections to Company servers that involve the transmission of Confidential Information managed by Major Bloom, LLC must be through any method deemed appropriate by Management or through a secure VPN.
2. All Major Bloom, LLC files that contain Confidential Information that are transmitted or transported off premise must be encrypted and must be stored on devices owned by Major Bloom, LLC.

3. All Major Bloom, LLC files that contain Confidential Information shall not be transmitted over any public wireless network.

### **C. Access to Confidential Information Contained in Electronic Files**

1. Employees may only access Confidential Information contained in Company records by contacting the Human Resources Department. The Human Resources Department will ensure that any access to Company records is consistent with relevant law and Major Bloom, LLC policy.
2. Except with the approval of Management, employees may never access Confidential Information contained in employee records for any other employee. In the rare case that an employee is allowed to access Confidential Information contained in the employee records of another employee, Human Resources will ensure that such access is consistent with relevant law and Major Bloom, LLC policy.

## **III. Procedures for Confidential Information Stored in Hard Copy**

### **A. Identification of Hard Copy Materials Containing Confidential Information**

1. Employees should be aware of which hard copy materials contain Confidential Information.
2. Because Confidential Information may appear in unusual or unconventional places, employees should review hard copy materials that they receive to determine whether or not the materials contain Confidential Information.

### **B. Storage of Hard Copy Materials Containing Confidential Information**

1. Employees must store hard copy materials with Confidential Information in a locked cabinet. Any employee who has or, obtains hard copy materials with Confidential Information, and who does not have a locked cabinet, should alert his or her supervisor.
2. When working with Confidential Information in hard copy format, employees should take common sense precautions. For example, employees should not leave hard copy materials containing Confidential Information on their desks when gone for a prolonged period of time, such as for lunch or overnight.
3. Each employee should only have, obtain, and keep the minimum amount of Confidential Information necessary to perform his or her job. Similarly, employees should only copy and/or share hard copy materials containing Confidential Information when it is necessary to perform the business of Major Bloom, LLC.

### **C. Transmission of Hard Copy Materials Containing Confidential Information**

1. Employees may not take hard copy materials containing Confidential Information off premise without the permission and knowledge of their Supervisor.

2. Any Supervisor who permits an employee to take hard copy materials containing Confidential Information off-premise must track the materials, including: (a) the Confidential Information that has been taken off-premise; (b) the format of the materials; (c) the type of documents taken off-premise; (d) the purpose for which the material has been taken off-premise; (e) the time period for which the material is expected to be off-premise; and (f) that the materials have been returned. A supervisor must track this information in a written record, preferably by keeping a log.
3. Any supervisor who permits hard copy materials containing Confidential Information to be taken off-premise must monitor the return of the materials in the agreed-upon time period. If the materials do not return in that agreed-upon time period, the supervisor must report the missing materials to Executive Management within 24 hours. The ability of Major Bloom, LLC to investigate any potential loss of Confidential Information critically depends on supervisors taking this requirement seriously.
4. Any employee who takes hard copy materials containing Confidential Information off-premise must take common sense steps to protect that material. For example, employees should not leave the materials unattended, including in a bag in the airport, in a locked but empty car, or in any other unattended location. Where possible, employees should keep hard copy materials containing Confidential Information in their Confidential possession.
5. Any employee who takes hard copy materials containing Confidential Information off-premise should take the minimum amount necessary to perform his or her job.
6. If practical, any employee who needs to take hard copy materials containing Confidential Information off-premise should convert those hard copy materials into an electronic format and store the materials on an encrypted device.

#### **D. Disposal of Hard Copy Materials Containing Confidential Information**

1. Employees should dispose of hard copy materials containing Confidential Information through the shredding services provided by Major Bloom, LLC. Employees may not dispose of hard copy materials containing Confidential Information at home, while traveling, or by placing the materials in a trash bin. This means that employees who take hard copy materials containing Confidential Information off-premise must return the materials to the Company for disposal and not perform that disposal off-premise.
2. Each employee who has Confidential Information in hard copy format must be aware of and comply with the legal requirements regarding the retention and destruction of different types of materials.

### **IV. NON-DISCLOSURE**

#### **A. Consequences of Disclosure**

- 1.** Employees must not disclose any confidential information to any unauthorized person inside or outside the company. Employees who are unsure about the confidential nature of specific information must ask the t heir supervisor or human resources for clarification.
- 2.** The company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.
- 3.** Employees will be subject to appropriate disciplinary action, up to and including termination of employment for revealing information of a confidential nature.
- 4.** Employees may be required to enter into written confidentiality agreements confirming their understanding of the company's confidentiality policies.



## Major Bloom, LLC

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#### DIVERSITY PLAN

##### **I. INTRODUCTION**

As a certified Economic Empowerment Applicant, Major Bloom, LLC (“Major Bloom”) understands the value of a diverse workforce. Major Bloom believes that it is incumbent upon those who are privileged to participate in the industry to mold the industry in a manner that has not been done in other industries. Because the legal marijuana market is only in its nascent stages, the policies and business norms that we establish today will have lingering impacts for decades to come. As such, Major Bloom is striving to ensure that diversity is made a top priority not just in the company, but in the industry as a whole.

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

##### **II. GOALS**

Major Bloom’s diversity plan is designed to promote equity among minorities, women, veterans, and persons with disabilities by focusing on the below goals.

1. Ensuring Workforce Diversity. Major Bloom shall ensure that its workforce is at least 60% diverse and shall use its best efforts to ensure that the following diversity percentages are maintained: 25% minorities, 25% women, 5% veterans, and 5% persons with disabilities. Major Bloom shall also provide its workforce the training and tools necessary to succeed in the organization and the industry.
2. Utilizing Diverse Suppliers, Contractors, and Wholesalers (“Vendors”). Major Bloom shall ensure that Company awards 60% of all contracts to diverse Vendors and use best efforts to ensure that company maintains following diversity percentages: 25% minority-owned, 25% women-owned, 5% veteran-owned, and 5% owned by persons with disabilities.

##### **III. PROGRAM**

###### **1. Ensuring Workforce Diversity**

Major Bloom will ensure that Company satisfies the workforce diversity goals in paragraph II.1 above by engaging in the following:

###### **A. Diverse Applicant Requirement**



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- 1) For every employment opportunity that Major Bloom has available, Major Bloom will interview at least one candidate of diverse background for the position. The intent is to ensure that we have a diverse pool of applicants for each position.
  - 2) To ensure that the pool of applicants is diverse, Major Bloom shall:
    - a) Promote available positions on platforms designed to reach diverse individuals, including LinkedIn, Instagram, and Facebook. Major Bloom will post positions on the aforementioned platforms on an as needed, basis.
    - b) Major Bloom utilizes the services of Caslu Consulting, LLC, a woman/black-owned talent acquisition agency to recruit diverse candidates.
- B. Trainings**
- 1) Trainings. Major Bloom shall hold three trainings per year to ensure that diverse employees have the tools needed to succeed. The first training shall occur as part of onboarding and shall cover topics described in paragraph III.1.B.3 below. The trainings will be open to all Major Bloom employees to ensure that a consciousness of inclusion is established in the company. At Major Bloom, we believe that it is impossible to eradicate injustice until all who are afflicted by injustice, both protagonists and antagonists, learn to appreciate each other. As such, we find it important not to just educate diverse employees, but to also educate nondiverse employees in a setting designed to engender inclusion and appreciation for diversity. This inclusive education model is designed to benefit diverse candidates by providing a path for success through inclusive trainings, designed to teach the consciousness of unity and oneness as part of the topics in paragraph III.1.B.3 below. A more inclusive environment will encourage diverse employee retention. Major Bloom intends to hire 6-10 delivery employees.
  - 2) Additional Trainings. Supervisors will be tasked with quarterly assessments of employee performance, including assessing areas that diverse employees need strengthened and will determine which training that said diverse employees need to fill those gaps. Quarterly assessments benefit diverse employees because they enable Major to compare diverse employee performance to nondiverse employee performance. In so doing, it will enable us to determine whether specific gaps exist between the groups, while also giving us details on individual diverse employees. These trainings shall occur every six months and will cover topics described in paragraph III.1.B.3 below. Exact dates have to be determined for the trainings.
  - 3) Course or Training Topics. In addition to any topics covered by the Responsible Vendor Training, Trainings shall include topics related to current employee roles and responsibilities and topics that prepares them for a desired position/promotion in the organization. Major Bloom's trainings may include the following topics:
    - a. Professional development training, including courses on management skills; leadership skills; and the mindset for success



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- b. Skill-based trainings, including courses on the science, methodology, policies, procedures, and industry of cannabis extraction and infusion.
- 4) Proposed Training Location. Trainings may occur online, but in-person trainings shall take place at either Major Bloom's facility.
- 2. Diverse Executive Management Team  
Major Bloom will ensure that the Executive Management team remains at least 60% diverse by recruiting diverse individuals and training current employees to prepare them for a position on the Executive Management team.
- 3. Diverse Suppliers, Contractors, and Wholesalers  
Major Bloom will ensure that Company satisfies the workforce diversity goals in paragraph II.2 above by engaging in the following:
  - 1) For every Vendor that Major Bloom seeks to utilize, Major Bloom will attempt to first contract with a diverse Vendor.
  - 2) Prior to entering into a contract for services or supplies, Major Bloom will confirm whether the Vendor has diverse: ownership, executive management team, or workforce. Major Bloom's intent is to increase diversity in the companies that deal with the marijuana industry by requiring its Vendors to also engage in equitable hiring practices.

#### IV. MEASUREMENTS

##### 1. Diverse Workforce

Major Bloom shall utilize the below metrics to measure the success of Company's Workforce Diversity Plan:

- a. The number of diverse individuals hired and retained after the issuance of Major Bloom's license.
- b. If Major Bloom issues any promotions, the number of diverse individuals promoted since initial licensure.
- c. The number and subject matter of training and number of diverse attendees at each event.

##### 2. Diverse Executive Management Team

Major Bloom shall utilize the below metrics to measure success of Company's Executive Management Team's Diversity Plan:

- a. The number of diverse individuals appointed to the Executive Management Team and retained after the issuance of Major Bloom's license.
- b. If the Company issues any promotions, the number of diverse individuals promoted to the Executive Management Team.
- c. The number and subject matter of training and number of diverse attendees at each event.

##### 3. Diverse Suppliers, Contractors, and Wholesalers

Major Bloom shall utilize the below metrics to measure success of Company's Diverse Suppliers, Contractors, and Wholesalers Plan:

- a. The number of attempts to utilize diverse Vendors.
- b. The number of diverse Vendors utilized by Major Bloom after the issuance of Major Bloom's license.