



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283839
Original Issued Date: 01/30/2024
Issued Date: 12/12/2024
Expiration Date: 01/30/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Witch City Gardens, LLC

Phone Number: 818-687-5443
Email Address: elizabeth@starbirdsalem.com

Business Address 1: 2 Bridge Street	Business Address 2:	
Business City: Salem	Business State: MA	Business Zip Code: 01970
Mailing Address 1: 2 Bridge Street	Mailing Address 2:	
Mailing City: Salem	Mailing State: MA	Mailing Zip Code: 01970

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business, Minority-Owned Business

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership:	Percentage Of Control:
	40
Role: Executive / Officer	Other Role:

First Name: Timothy **Last Name:** Haigh **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 81.7 **Percentage Of Control:** 60
Role: Owner / Partner **Other Role:**
First Name: Elizabeth **Last Name:** Childs **Suffix:**
Gender: Female **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), American Indian or Alaska Native
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 18.3 **Percentage Of Control:**
Role: Owner / Partner **Other Role:**
First Name: Barbara **Last Name:** Donatelli **Suffix:**
Gender: Female **User Defined Gender:**
What is this person's race or ethnicity?: American Indian or Alaska Native
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: 2 Bridge LLC **Entity DBA:**
Email: elizabeth@starbirdsalem.com **Phone:**
818-687-5443
Address 1: 2 Bridge Street **Address 2:**
City: Salem **State:** MA **Zip Code:** 01970
Types of Capital: Buildings, Monetary/
Equity **Other Type of Capital:** **Total Value of Capital Provided:** **Percentage of Initial Capital:**
\$45000 25
Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: Witch City Gardens, LLC **Entity DBA:** Starbird
Email: elizabeth@starbirdsalem.com **Phone:** 818-687-5443
Address 1: 2 Bridge Street **Address 2:**
City: Salem **State:** MA **Zip Code:** 01970
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** \$135000 **Percentage of Initial Capital:** 75

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Elizabeth Last Name: Childs Suffix:
Marijuana Establishment Name: Witch City Gardens, LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Salem Marijuana Establishment State: MA

Individual 2

First Name: Timothy Last Name: Haigh Suffix:
Marijuana Establishment Name: Witch City Gardens, LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Salem Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Bridge Street
Establishment Address 2:
Establishment City: Salem Establishment Zip Code: 01970
Approximate square footage of the Establishment: 2200 How many abutters does this property have?: 1
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Zoning Compliance Plan 2 Bridge Cultivation 1.31.23.pdf	pdf	63d9611da8e2750007159581	01/31/2023
Community Outreach Meeting Documentation	comm outreach meeting notice.pdf	pdf	643c14438399390008a8a9c5	04/16/2023
Community Outreach Meeting Documentation	comm mtg notice in paper.pdf	pdf	643c14b64d9b1200084f43f1	04/16/2023
Community Outreach Meeting Documentation	Community Meeting Attestation Form 4-24-2023.pdf	pdf	6489d415d003570008f49de3	06/14/2023
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	6489d454d003570008f49fa9	06/14/2023
Executed HCA	HCA 06.17.24.pdf	pdf	66febbdf44b65c0008379e3e	10/03/2024

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan WCG Cultivation 1.31.23.pdf	pdf	63d98083a8e275000715ec8e	01/31/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Elizabeth Last Name: Childs Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 2

Role: Other Role:
First Name: Barbara Last Name: Donatelli Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Timothy Last Name: Haigh Suffix:
RMD Association: RMD Manager
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Witch City Gardens LLC - A&R Operating Agreement # 5 58551995.pdf	pdf	63d98d44a8e2750007160d01	01/31/2023
Department of Unemployment Assistance - Certificate of Good standing	UI Online.pdf	pdf	6489d9006de15a0008752dd6	06/14/2023
Secretary of Commonwealth - Certificate of Good Standing	Doc Jul 12, 2023, 11.17.pdf	pdf	64c1665822035f0008f2b4e3	07/26/2023
Department of Revenue - Certificate of Good standing	Certificate of good standing MTC 4-25-2023.pdf	pdf	64c167d4e317fe0008ef66bc	07/26/2023
Articles of Organization	Articles of Organization WCG LLC 3.27.18 .pdf	pdf	6511d658ca49d2000729a9b4	09/25/2023
Articles of Organization	rfl letter.pdf	pdf	651b3746ca49d20007311291	10/02/2023

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Sec of State Cert of Good Standing 10.03.24.jpeg	jpeg	66febd85e3da310009de4658	10/03/2024
Department of Revenue - Certificate of Good standing	Cert of Good Standing MA DOR 09.27.24.pdf	pdf	66febd9de3da310009de469a	10/03/2024
Department of Unemployment Assistance - Certificate of Good standing	DUA Cert of Compliance 9.25.24.pdf	pdf	66febdace3da310009de46b1	10/03/2024

Massachusetts Business Identification Number: 001319661

Doing-Business-As Name: Starbird

DBA Registration City: Salem

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	WCG Cultivation opening timeline 1.31.23.pdf	pdf	63d99a3aa6f09f0008666b71	01/31/2023
Plan for Liability Insurance	Plan to obtain liability ins. Cultivation 1.31.23.pdf	pdf	63d99cdba8e275000716278f	01/31/2023
Business Plan	business plan- WCG Cultivation- 9:6:23.pdf	pdf	64f8c4677049810008762c51	09/06/2023
Operating Agreement or Articles of Incorporation	signed Witch City Gardens LLC Operating Agreement 2-10-23.pdf	pdf	672902dda18da60008e8ebb5	11/04/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	WCG Cultivation- Access Control Procedures 3-8-2023.pdf	pdf	640cc0283a44570008ad01f1	03/11/2023
Qualifications and training	WCG Cultivation- Training 3-8-2023.pdf	pdf	640cc051d523e300086fae0d	03/11/2023
Inventory procedures	WCG Cultivation Inventory and Tracking 3-8-23.pdf	pdf	640cc05e3a44570008ad021f	03/11/2023
Prevention of diversion	WCG Cultivation Diversion Control 3-7-23.1_09.01.22.pdf	pdf	640cc070d523e300086fae24	03/11/2023
Storage of marijuana	WCG Cultivation Storage 3-7-23.pdf	pdf	640cc07cd523e300086fae3b	03/11/2023
Personnel policies including background checks	WCG Cultivation Summary of Personnel Policies 3-7-23.pdf	pdf	640cc093d523e300086fae4f	03/11/2023
Security plan	WCG Cultivation- Security Plan 8-5-2023.pdf	pdf	64f393a3832c6e00083a593e	09/02/2023
Quality control and testing	WCG Cultivation- Quality Control and Testing 8-8-23.pdf	pdf	64f3947e17e1dc000892b865	09/02/2023
Policies and Procedures for cultivating.	WCG Cultivation- Cultivation SOP 8-8-23.pdf	pdf	64f39619832c6e00083a59c2	09/02/2023

Energy Compliance Plan	WCG Cultivation- Energy Efficiency SOP 8-8-23.pdf	pdf	64f3a2e617e1dc000892bb1a	09/02/2023
Transportation of marijuana	WCG Cultivation- Transportation Plan9-25-23.pdf	pdf	6511e8375df1730008670ae3	09/25/2023
Record Keeping procedures	WCG Cultivation Recordkeeping 9-26-2023.pdf	pdf	6512da7cca49d200072a3d99	09/26/2023
Maintaining of financial records	WCG Cultivation- Financial Records Management 9-26-2023.pdf	pdf	6512dbbeca49d200072a41e4	09/26/2023
Security plan	WCG Cultivation- Security Plan 9-27-2023.pdf	pdf	65145c9dca49d200072bf7c4	09/27/2023
Diversity plan	Diversity Plan 10-19-2023.pdf	pdf	6531be3f56bf530007d03817	10/19/2023

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: In architectural review phase of obtaining final license. Have not yet implemented plan/hired employees.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 6:30 PM
Tuesday From: 9:00 AM	Tuesday To: 6:30 PM
Wednesday From: 9:00 AM	Wednesday To: 6:30 PM
Thursday From: 9:00 AM	Thursday To: 6:30 PM
Friday From: 9:00 AM	Friday To: 6:30 PM
Saturday From: Closed	Saturday To: Closed

Sunday From: Closed

Sunday To: Closed

Zoning Compliance Plan Witch City Gardens, LLC

2 Bridge Street
Salem, MA 01970

Contents

- 1.0 Purpose
- 2.0 References
- 3.0 Background
- 4.0 Zoning Ordinance Compliance
 - 4.1 Security Plan Approval
 - 4.2 Operation and Management Plan Approval
 - 4.3 Emergency Response Plan Approval
 - 4.4 Operation and Management Plan
 - 4.5 Required Setbacks
 - 4.6 Noxious Odors
 - 4.7 Business Signage
- 5.0 Special Permit Requirements
- 6.0 Plan to Remain Compliant

1.0 Purpose

To outline how Witch City Gardens, LLC (WCG) is and will remain compliant with local codes, ordinances, and bylaws for the company's Marijuana Cultivation Establishment at 2 Bridge Street, Salem, MA 01970.

2.0 References

- 2.1 935 CMR 500.101(1): Application Requirements, New Applicants
- 2.2 City of Salem, MA Zoning Ordinance 6.10: Special Regulations, Marijuana Establishments
- 2.3 City of Salem, MA Zoning Ordinance 9.4: Administration and Procedures, Special Permits

3.0 Background

- 3.1 The City of Salem enacted Zoning Ordinance 6.10: Marijuana Establishments, that established zoning restrictions for Marijuana Establishments. Marijuana Establishments are permitted in the Business Highway District (B-2) and the Entrance Corridor Overlay District (ECOD) pursuant to Special Permit and Site Plan approval.
- 3.2 WCG has conferred with the City of Salem and it has been determined that the company's location is fully compliant with the requirements outlined in the Ordinance.

4.0 Zoning Ordinance Compliance

4.1 Security Plan Approval

In accordance with the Ordinance 6.10.6.1.a: General Provisions – Security, WCG’s Facility Security Plan was submitted and approved by the City of Salem Chief of Police on August 11, 2021.

4.2 Operation and Management Plan Approval

In accordance with Ordinance 6.10.6.1.a: General Provisions – Operation and Management Plan, WCG’s Operation and Management Plan was submitted and approved by the City of Salem Building Department on September 22, 2021.

4.3 Emergency Response Plan Approval

In accordance with Ordinance 6.10.6.1.c: General Provisions – Emergency Response Plan, WCG’s Emergency Response Plan was submitted and received initial approval by the City of Salem Fire Department on July 26, 2021. Final approval of the Emergency Response Plan is pending approval of facility architectural drawings and fire protection system design approval.

4.4 Operation and Management Plan

In accordance with Ordinance 6.10.6.1.a: General Provisions – Operation and Management Plan, WCG’s Operation and Management Plan was submitted and approved by the Building Department, City of Salem, MA on September 22, 2021.

4.5 Required Setbacks

WCG’s Cultivation facility meets all required setbacks for Marijuana Establishments.

4.6 Noxious Odors

WCG’s HVAC system is designed to ensure no odors from its marijuana cultivation establishment will be noxious or cause a public nuisance.

4.7 Business Signage

All business signage has been designated to meet the requirements promulgated by the Cannabis Control Commission and the requirements of the City of Salem Code of Ordinances, Sections 4-31 through 4-60.

5.0 Special Permit Requirements

5.1 WCG has obtained a City of Salem Special Permit for its Adult-Use Marijuana

Cultivation Establishment. The Special Permit is issued for a six (6) month period and may be extended for an additional six (6) months upon approval of the Zoning Board of Appeals. The current Special Permit was issued on June 13, 2022, with an extension was issued on January 19, 2023, and expires on June 13, 2023. WCG will fore for an extension, as necessary, to maintain compliance with City of Salem zoning requirement guidelines.

5.2 WCG shall obtain all required building permits prior to the construction/retrofit projects on or within its property or building.

5.3 Certificates of Inspection and Occupancy Permits shall be obtained prior to the cultivation establishment being occupied or opened for business.

6.0 Plan to Remain Compliant

6.1 WCG shall comply with all regulations that may be promulgated by the Cannabis Control Commission.

6.2 WCG will remain compliant with all relevant local codes, and ordinances applicable to Cultivation Establishments. To this extent, the company’s executive management

team and General Counsel will continuously engage with the City of Salem to remain up to date with local building codes, zoning ordinances, and by-laws to remain fully compliant.

- 6.3 No less than thirty (30) days prior to any business or building permit expiring, WCG management shall take steps to apply for permit extensions in accordance with applicable building codes and zoning ordinances.

**NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF
WITCH CITY GARDENS, LLC
TO OPERATE ADULT-USE MARIJUANA CULTIVATION FACILITY AT 2 BRIDGE
STREET, SALEM, MASSACHUSETTS**

2023 APR 10 AM 9:25

CITY CLERK
SALEM, MASS

Witch City Gardens, LLC ("Witch City Gardens") will be hosting a Community Outreach Meeting ("the Meeting") on April 24th, 2023 at 2 *Bridge Street, Salem, MA 01970* at 6PM. Members of the public are encouraged to attend the Meeting, at which Witch City Gardens will outline its proposal for an Adult- Use Marijuana Cultivation establishment at 2 Bridge Street, Salem, MA (the "Property") pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The type of Adult-Use Marijuana Establishment to be located at the Property.
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 Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Salem community will be encouraged to ask questions and to engage in discussions with representatives of Witch City Gardens.

A copy of this notice is on file with the office of the City Clerk and with the office of the City Council, Salem City Hall, 93 Washington Street, Salem, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all 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.

This notice posted on "Official Bulletin Board"
City Hall, Salem, Mass. on **APR 10 2023**
at **9:25am** in accordance with MGL Chap. 30A
Sections 18-25.

From: Tim Haigh <chefhaigh@gmail.com>
Subject: Re: Newspaper notice 4-24-23 meeting 11228405
Date: April 5, 2023 at 8:08 PM
To: SNLegals@salemnews.com
Cc: Elizabeth Childs <Elizabeth@StarbirdSalem.com>

Looks great. Approved to print.

I'll call tomorrow to make payment.

Thank you,
Tim

Sent from my iPhone

On Apr 5, 2023, at 9:21 AM, SNLegals@salemnews.com wrote:

Good day,

The following information confirms the date(s) and publication(s) for your notice. Please take note to ensure this matches with your requirement and request any changes needed.

Print Date: April 7

Publication: Salem News

Cost: \$97.81

Prepayment needed: Once you've reviewed the proof, please contact us at 978-675-2710 to make payment.

Please note if there are any necessary changes. If no changes are requested, the notice will publish as shown here. Approval of the proof is assumed if no changes are requested.

Cordially,
Christa MacDonald

Salem News Legals
300 Rosewood Drive
Suite 107
Danvers, MA 01923
978-675-2710
snlegals@northhofboston.com

We have moved! Please take note of our new address above. Thank you.

All customers will receive a price and proof prior to publication. To our active customers--if we do not receive instructions for changes or corrections to a proof, we will assume the notice is acceptable for publication. To our pre-pay customers--payment will be required before publication.

From: Tim Haigh <chefhaigh@gmail.com>
To: SNLegals@salemnews.com
Cc: Elizabeth Childs <Elizabeth@StarbirdSalem.com>
Date: 04/04/2023 03:23 PM
Subject: Fwd: Newspaper notice 4-24-23 meeting

Hello, could we please run this add in the Salem News

Please advise on billing, and anticipated publishing date

Thank you
Tim Haigh
818-935-7407

Sent from my iPhone

: April 4, 2023 at 3:21:24 PM EDT
To: Tim Haigh <chefhaigh@gmail.com>
Subject: Newspaper notice 4-24-23 meeting

[attachment "cultivation comm. mtg notice 4-24-23.pdf" deleted by Christa MacDonald/NOB]

Notice is hereby given that a **Community Outreach Meeting** for a proposed **Marijuana Establishment** is scheduled for **April 24, 2023 at 6:00pm at 2 Bridge Street, Salem, MA 01970.**
The proposed Marijuana Cultivation Facility is anticipated to be located at 2 Bridge Street, Salem, MA, 01970. There will be an opportunity for the public to ask questions.
SN - 4/7/23

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



**NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF
WITCH CITY GARDENS, LLC
TO OPERATE ADULT-USE MARIJUANA CULTIVATION FACILITY AT 2 BRIDGE
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Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The type of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
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4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Salem community will be encouraged to ask questions and to engage in discussions with representatives of Witch City Gardens.

A copy of this notice is on file with the office of the City Clerk and with the office of the City Council, Salem City Hall, 93 Washington Street, Salem, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all 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.

This notice posted on "Official Bulletin Board"
City Hall, Salem, Mass. on **APR 10 2023**
at **9:25am** in accordance with MGL Chap. 30A
Sections 18-25.



Positive Impact Plan

Witch City Gardens, LLC

2 Bridge Street

Salem, MA 01970

1.0 PURPOSE

To outline the Witch City Gardens, LLC (WCG) plan to positively impact persons and businesses in areas of disproportionate impact as defined in 935 CMR 500.101(1): Application Requirements, New Applicants.

2.0 STATEMENT OF AFFIRMATION

- 2.1 WCG 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; and
- 2.2 Any actions taken, or programs instituted by the Company in this plan, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

3.0 PLAN DEMOGRAPHICS

- 3.1 Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically the City of Lynn.
- 3.2 Commission-designated Economic Empowerment Priority Applicants;
- 3.3 Commission-designated Social Equity Program Participants;
- 3.4 Massachusetts residents who have past drug convictions; and
- 3.5 Massachusetts residents with parents or spouses who have drug convictions.

4.0 GOALS

- 4.1 WCG is committed to providing employment and contractor opportunities to people and businesses who meet the plan demographics. To this extent, WCG's goals are to:
 - a. Hire at least 20% of its employee workforce that meet the plan demographics.
 - b. Secure at least 20% of its business service contracts from businesses located in Lynn, MA and/or other areas of disproportionate impact.

5.0 PROGRAMS

5.1 Employee Recruitment and Hiring

- a) WCG will conduct targeted job postings in the City of Lynn, MA. Position openings will be posted on/in:
 - i. Local newspaper Help Wanted ads; and
 - ii. North Shore Career Center- Lynn
- b) During the hiring process, preference will be given to applicants who meet the plan demographics, and who possess the skills of the required position(s), or demonstrate an ability to be trained for the position they are applying for.
- c) In the event sufficient applicants are not received from Lynn, MA, the company will expand its recruitment to other areas of disproportionate impact to increase the applicant pool to meet WCG's hiring goals.

5.2 Business Service Contracts

- a) 100% of WCG's invitations to solicit bids on business services and/or requests for proposals (RFP) will include invitations to qualified businesses located in Lynn, MA.
- b) WCG will solicit invitations to bid in local newspapers, trade associations, and/or through direct interaction with businesses located in Lynn, MA.
- c) All prospective bidders will be given an opportunity to meet with WCG management and, where necessary, participate in a walkthrough of the property and/or premises prior to their RFP submission.
- d) Where two (2) or more companies meet WCG's contractor service and budgetary requirements, preference will be given to the business that meets the plan demographics.
- e) In the event sufficient bids are not received from Lynn, MA, the company will expand its RFP invitations to other areas of disproportionate impact to increase the bidder pool to meet WCG's contract procurement goals.

6.0 MEASUREMENTS

6.1 Employee Recruitment and Hiring

6.1.1 Recruitment

- a) Recruitment efforts will be measured by comparing total job vacancies against job postings in Lynn, MA and/or other areas of disproportionate impact.

- b) Recruitment will be considered 100% successful if all job postings, regardless of position, were posted in Lynn, MA and/or other areas of disproportionate impact.

6.1.2 Hiring

- a) Hiring efforts will be measured by comparing total hires against total hires of applicants from Lynn, MA and/or people who meet the plan demographic.
- b) Hiring efforts will be considered successful if 20% of all new hire employees meet the plan demographic.

6.2 Business Service Contracts

6.2.1 Invitations to Bid on Business Service Contracts

- a) Invitations to bid will be measured by comparing total bid invitations or RFP requests, against total communications if intent to bid and/or RFP responses received from qualifies businesses located in Lynn, MA and/or that meet the plan demographic.
- b) Invitation to bid efforts will be considered successful if 100% of all invitations/RFP requests included businesses located in Lynn and/or meet the plan demographic.

6.2.2 Contract Procurement

- a) Contract procurement will be measured by comparing total intent to bid/RFPs received against contracts signed with businesses located in Lynn, MA and/or meet the plan demographic.

7.0 MEASUREMENTS

- 7.1 WCG will conduct quarterly reviews of its Positive Impact Plan to monitor plan success and identify areas for improvement, where necessary.
- 7.2 WCG will prepare an annual metrics report providing detailed graphic information on its programs and measurements, and program improvement efforts (as necessary).
- 7.3 WCG shall submit its Positive Impact Plan metrics to the Commission with its annual licensure renewal application, and each year thereafter.

WITCH CITY GARDENS, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

This AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of WITCH CITY GARDENS, LLC (the “Company”), a Massachusetts limited liability company, effective as of _____, 2021 is entered into by and among Elizabeth Childs and Barbara Donatelli, the Company, and the Persons listed on Schedule A hereto, as the same may be amended from time to time in accordance with the provisions of this Agreement, individually referred to as a “Member” and collectively as the “Members.”

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Act, Mass. Gen. Laws ch. 156C (the “Act”) on March 27, 2018.

WHEREAS, the Company and certain of its Members were parties to that certain Operating Agreement dated as of _____, 2018 (the “Original Agreement”).

WHEREAS, the Company and the Members desire to amend and restate the Original Agreement in its entirety and to set forth their respective rights and obligations, all in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

ARTICLE I Organizational Matters

1.1. Formation of Limited Liability Company. The Company has been formed by the filing of its Certificate of Organization with the Secretary of the Commonwealth of Massachusetts (the “Certificate of Organization”). The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision in this Agreement than they would be in the absence of such provision, this Agreement shall, if permitted by the Act, control.

1.2. Name. The name of the Company is “Witch City Gardens, LLC”. All contracts of the Company shall be made, all instruments and documents executed, and all acts done, in the name of the Company, and all properties shall be acquired, held and disposed of in the name of the Company or its designated nominee.

1.3. Registered Office and Agent in Massachusetts. The registered office required to be maintained by the Company in the Commonwealth of Massachusetts is 28 Hersey Street, Salem, MA 01970. The name of its registered agent at that address is Elizabeth Childs. The Company may from time to time have such other place or places of business within or without the Commonwealth of Massachusetts as may be designated by the Board of Managers (as defined in Section 2.1 below).

1.4. Purpose. The purpose of the Company is to carry on any activity that may be lawfully carried on by a limited liability company organized under the Act (collectively, the “Company Business”).

1.5. Term. The term of the Company commenced upon the filing of its Certificate of Organization and shall continue until terminated in accordance with the terms of this Agreement.

1.6. Admission. On the date hereof, each Person listed as a Member on *Schedule A* shall be admitted to the Company as a Member of the Company upon execution and delivery by or on behalf of such Member of a counterpart of this Agreement. Additional Members shall be admitted only in accordance with the terms and conditions of this Agreement.

ARTICLE II Managers; Officers

2.1 Board of Managers. The Company shall be governed by a board of managers (the “Board of Managers”). The Board of Managers shall consist of at least two but no more than five members (each a “Manager” and, collectively, the “Managers”). Any reference to the “Managers” in this Agreement shall mean the Manager or Managers then serving pursuant hereto. The Board of Managers shall be initially comprised of **three (3) Managers, and the Initial Managers shall be Elizabeth Childs, Barbara Donatelli and Tim Haigh**. Any additional or replacement Managers shall be appointed by a majority vote of the Percentage Interests.

2.2 Resignation and Removal of a Manager. A Manager may resign at any time by giving written notice to the Company. Any Manager may be removed, for any reason, by a majority vote of the Percentage Interests.

2.3. Manager Meetings and Actions. Any Manager then serving may call a meeting of the Managers by giving notice specifying the date, time and place thereof to the other Manager not less than three business days prior to each such meeting or such lesser period as may be agreed to by the Managers. Managers may participate in any meeting of the Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. Subject to Section 4.3, any actions to be taken by the Managers pursuant to this Agreement may be taken by a majority vote (if at a meeting) or by unanimous written consent of all Managers then serving.

2.4 Officers. The Company may, but need not, have such officers as the Managers shall determine, each officer to serve pursuant to such terms and conditions as the Managers may approve. Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death or resignation, or until such Person's earlier removal with or without cause by the Board of Managers.

ARTICLE III Classes of Units; Capital Contributions

3.1. Classes of Units. The Company initially shall have one class of units (“Units”). Such initial class of Units shall be identified as “Class A Units.” The maximum number of Class A Units that the Company is authorized to issue shall be twenty thousand (20,000). The number of Units, class and Percentage Interest (as defined below) of each Member is as set forth on Schedule A. Each Class A Unit issued and outstanding shall represent one vote in matters to be acted upon by the Members. Additional classes of Units shall be authorized only in accordance with Section 4.3. Except as expressly stated to the contrary, (a) references to “Members” shall mean all Members, regardless of class of Units held, (b) references to the percentage interest of a Member (each a “Percentage Interest” and, collectively, the “Percentage Interests”) shall be determined on the basis of all classes of Units (in each case, on a fully-diluted basis) as a single class; provided that the Percentage Interest of any Member holding restricted Units that vest over time (if any) shall be calculated based on the vesting schedule of those Units. Schedule A, as the same shall be amended from time to time in accordance with the terms of this Agreement, shall indicate the number and class of Units and Percentage Interest of each Member. All Members hereby agree that Schedule A attached hereto shall be amended by the Board of Managers from time to time to reflect any updates to the number and class of Units and Percentage Interests of the Members.

The Company may, at the sole discretion of the Board of Managers, issue certificates representing the Units. If certificates are issued, then each Member shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the Units held by such Member in a form with legends that conforms to applicable law and this Agreement. Such certificates shall be signed by at least one (1) Manager of the Company. If a Manager who has signed a certificate ceases to be a Manager before such certificate is issued, it may be issued by the Company with the same effect as if he or she was a Manager at the time of its issuance. In the case of the alleged theft, loss, destruction, or mutilation of a certificate, a duplicate certificate may be issued in place thereof, upon such terms, including receipt of a bond sufficient to indemnify the Company against any claim on account thereof, as the Board of Managers may prescribe.

3.2. Capital Contributions of Members. Each Member has paid to the Company a capital contribution in cash or other property valued in accordance with the terms hereof (together with all such contributions by a Member as are permitted or required pursuant to this Agreement, the “Capital Contribution”). No Member shall have the right to require the Company to repurchase any Units, and no Member shall have the right to receive the return of all or any part of the Member’s Capital Contribution or Capital Account, or any other distribution, except as expressly provided in this Agreement. No Member shall have any right to demand and receive property of the Company in exchange for all or any portion of the Member’s Units, Capital Contribution or Capital Account, except as expressly provided in this Agreement. No interest shall accrue or be paid on any Capital Contribution or Capital Account.

3.3 Additional Capital. No Member shall be obligated or required to make any contribution to the Company in addition to their initial Capital Contribution, except as may be set forth in a separate written agreement with such Member.

ARTICLE IV

Powers, Duties and Liabilities of the Members and the Managers

4.1. In General. Except for those powers expressly granted to the Members pursuant to the Act or this Agreement, the management, operation and business of the Company shall be vested in the Board of Managers, which shall be authorized and empowered on behalf and in the name of the Company to carry out any and all of the powers, objectives and purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings and engage in all activities and transactions.

4.2. Limitation on Liability of Members. Except as expressly set forth in this Agreement, the Members shall take no part in the conduct or control of the business of the Company and shall have no authority or power to act for or bind the Company. Unless duly appointed as a Manager and/or an officer pursuant to the terms of this Agreement, no Member shall take any action on behalf of the Company or in any way commit the Company to any agreement or contract, nor shall he or she have the right or authority to do any of the foregoing. Except as explicitly provided herein or in the Act, no Member shall be liable for any debt, liability or other obligation of the Company or any other Member. The liability of each Member is limited to such Member's then current positive Capital Account balance, and nothing set forth elsewhere in this Agreement or in any other document, and nothing arising from any other transaction whatsoever between or among any or all of the Members or the Company, shall have the effect of removing, diminishing, or otherwise affecting such limitation.

4.3. Powers of the Managers. The Board of Managers shall exercise all powers by a majority vote or written consent of all Managers then serving, except that the affirmative vote or consent of the Members holding at least sixty-six percent (66%) of the Percentage Interests is required for the Company to:

- (a) Approve any Significant Transaction;
- (b) acquire, own, hold, manage, capitalize, recapitalize, sell, transfer, convey, assign, exchange, pledge or otherwise dispose of the Company's interest in subsidiaries, Affiliates, or real property in a transaction having a value in excess of \$500,000;
- (c) enter into joint ventures, general or limited partnerships, limited liability companies, and any other combinations or associations;
- (d) make any change to the rights, preferences and privileges of the Units;
- (e) authorize, create or issue any existing or new class of Unit (or options, warrants, derivative securities for, or debt convertible into, any of the foregoing); and
- (f) authorize a transaction that constitutes a Sale.

4.4. Tax Matters Partner. Elizabeth Childs is hereby designated by each Member as the initial "Tax Matters Partner" and partnership representative for the Company with sole authority to act on behalf of the Company with respect to tax matters, and with all of the rights and duties provided for in subchapter B, chapter 63 of the Code. The Tax Matters Partners shall cause the Company, to the extent it is eligible, to opt out of the application of Subchapter C, Chapter 63 of the Code by annually making the election under Section 6221(b) filed with the Company's tax return. Each Member agrees to treat its ownership interest in the Company in a

manner consistent with that prescribed by the Tax Matters Partner with respect to all federal, state and local tax matters.

4.5. Liability and Indemnification of Managers. No Manager or Member of the Company (each an “Indemnified Party” and, collectively, “Indemnified Parties”) shall be liable to the Company or any Member for any act or omission suffered or taken by such Indemnified Party in such capacity unless such act or omission has been determined in a final, non-appealable judicial proceeding (a) to constitute fraud, gross negligence or willful misconduct, and (b) with respect to any criminal action or proceeding, to have been taken or suffered with reasonable cause to believe that such Indemnified Party’s conduct was unlawful.

To the maximum extent permitted by applicable law, each Indemnified Party shall be fully protected and indemnified by the Company against all claims, liabilities, damages and expenses (including amounts paid in respect of judgments, fines, penalties or settlement of litigation, and legal fees and expenses reasonably incurred in connection with any pending or threatened litigation or proceeding) (collectively, “Damages”) related to such Indemnified Party serving or having served as a Manager of the Company, with respect to any action or omission suffered or taken that has not been determined in a final judicial proceeding to fall within either (a) or (b) in the immediately preceding paragraph. The Company shall advance indemnification payments to an Indemnified Party upon receipt of an undertaking by such Indemnified Party to repay such advances if it is ultimately determined by a court of competent jurisdiction that indemnification for such expenses is not permitted by law or authorized by this Agreement; provided that the Company shall not advance expenses incurred by an Indemnified Party if the pending or threatened litigation or proceeding giving rise to such expenses is between the Company on the one hand and the Indemnified Party on the other (other than in connection with a claim by an Indemnified Party to enforce its rights under this Section 4.5); and provided, further, that if the Indemnified Party ultimately prevails in such litigation or proceeding, such Indemnified Party shall be entitled to reimbursement of such fees and expenses. Each Indemnified Party may consult with recognized, outside legal counsel, and any action or omission taken or suffered in good faith in reliance and in accordance with the opinion or advice of such counsel shall be conclusive evidence that such action or omission did not materially violate this Agreement, did not constitute fraud, gross negligence or willful misconduct, and with respect to any criminal action or proceeding, was suffered or taken without reasonable cause to believe such Indemnified Party’s conduct was unlawful; provided that such outside counsel has been selected by the Indemnified Party in good faith.

4.6. Information Requested by Managers. Each Member agrees promptly to provide the Managers with information about such Member that the Managers reasonably request to comply with any regulatory, tax or legal requirement related to business of the Company.

ARTICLE V

Capital Accounts, Allocations and Distributions

5.1 Profits and Losses.

(a) The Company shall maintain a separate Capital Account for each Member in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), and this Section

5.1 shall be interpreted and applied in a manner consistent therewith. No Member shall be entitled to interest on his Capital Account.

(b) Except as otherwise hereinafter provided, including without limitation the provisions of Section 5.3, the Profit or the Loss, as the case may be, as of the end of any relevant fiscal period of the Company, shall be allocated among the Members as follows:

- i. Profits. For any relevant fiscal period in which the Company has a Profit, such Profit shall be allocated among the Members in the following order and priority:
 1. First, among the Members in proportion to and in the reverse order to which any net Losses were allocated to them pursuant to Section 5.1(b)(ii) until the cumulative net Profits allocated pursuant to this Section 5.1(b)(i)(1) equal the cumulative net Losses allocated pursuant to Section 5.1(b)(ii); and
 2. The balance, if any, of the Profit shall be allocated among the Members in proportion to their respective Percentage Interests.
- ii. Loss. For any relevant fiscal period in which the Company has a Loss, such Loss shall be allocated among the Members in the following order and priority:
 1. First, among the Members in proportion to and in the reverse order to which any net Profits were allocated to them pursuant to Section 5.1(b)(i) until the cumulative net Losses allocated pursuant to this Section 5.1(b)(ii)(1) equal the cumulative net Profits allocated pursuant to Section 5.1(b)(i); and
 2. The balance, if any, of the Loss shall be allocated among the Members in proportion to their respective Percentage Interests.

5.2 Distributions.

(a) Tax Distributions. The Managers in their sole discretion may cause the Company to make distributions to the Members on or before the due date of quarterly installment tax payments and in amounts intended to assist the Members in satisfying their income tax liability attributable to allocations of taxable income of the Company allocated to them in any fiscal year (a "Tax Distribution"). In determining the amount of any Tax Distribution, the Managers may assume that the items of taxable income, gain, deduction, loss and credit in respect of the Company are the only such items entering into the computation of tax liability of the Members for the fiscal year and that each Member is subject to tax at the same effective tax rate, which shall be determined by the Board of Managers. In addition, the Board of Managers may take into account prior distributions made to the Members under this Agreement with respect to such fiscal year and prior allocations of net losses (in excess of prior allocations of net income) made to the Members

by the Company in any period, and the Board of Managers may make reasonable assumptions regarding the varying tax rate applicable to different categories of taxable income and loss and to different tax years in which taxable income or loss is recognized. Tax Distributions made pursuant to this Section 5.2(a) to any Member shall be treated as advances against future distributions that otherwise would be made to such Member and therefore shall reduce the amount of such future distribution dollar for dollar.

(b) Net Distributable Cash. Other than as set forth in Section 5.2(c), the Board of Managers shall cause distribution to be made of Net Distributable Cash at such times, and in such amounts, as the Board of Managers, in their sole discretion, from time to time determine. Distributions of Net Distributable Cash under this Section 5.2(b) shall be made to the Members in proportion to their Percentage Interests.

(c) Dissolution Transactions. Proceeds from a Dissolution Transaction, and after payment of, or adequate provision for, the debts and obligations of the Company, and liquidation of any remaining assets of the Company, shall be distributed and applied in the following priority:

i. to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Board of Managers, provided that, upon the expiration of such period of time as the Board of Managers shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section 5.2(c);

ii. the balance to the Members in accordance with the Members' positive Capital Accounts; and

iii. Distribution of cash or property to the Members in accordance with the provisions of this Section 5.2(c) shall constitute a complete return to the Members of their respective interests in the Company assets. Each Member shall look solely to the assets of the Company for the return of its investment in the Company, and it shall have no recourse against any Manager or any Member if the net assets of the Company remaining for distribution as hereinabove provided are insufficient to return its investment.

(d) Distribution In-Kind. If any assets of the Company shall be distributed in kind, such assets shall be distributed to the Member(s) entitled thereto as tenants-in-common in the same proportions as such Member(s) would have been entitled to cash distributions as if (i) such assets had been sold for cash by the Company at the fair market value of such property (taking Code Section 7701(g) into account) on the date of distribution; (ii) any unrealized income, gain, loss and deduction inherent in such property (that has not been reflected in the Capital Accounts previously) that would be realized by the Company from such sale were allocated among the Member(s); and (iii) the cash proceeds were distributed to the Member(s) in accordance with this Section 5.2. The Capital Accounts of the Member(s) shall be increased by the amount of any unrealized income or gain inherent in such property or

decreased by the amount of any loss or deduction inherent in such property that would be allocable to them, and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

5.3 Regulatory Allocations.

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company fiscal year so that an allocation is required by Treasury Regulations Section 1.704-2(f), then each Member shall be specially allocated items of income and gain for such year (and, if necessary, subsequent fiscal years) equal to such Member's share of the net decrease in Company Minimum Gain as determined by Treasury Regulations Section 1.704-2(g). Such allocations shall be made in a manner and at a time which will satisfy the minimum gain chargeback requirements of Treasury Regulations Section 1.704-2(f) and this Section 5.3(a) shall be interpreted consistently therewith.

(b) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including any Member Nonrecourse Deductions allocated pursuant to Section 5.3(d)) shall be allocated among the Members in proportion to their respective Percentage Interests.

(c) Excess Nonrecourse Liabilities. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in Company profits shall be equal to his, her or its Percentage Interest.

(d) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions attributable to Member Nonrecourse Debt for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the liability (within the meaning of Treasury Regulations Section 1.752-2) in accordance with Treasury Regulations Section 1.704-2(i)(1).

(e) Member Minimum Gain Chargeback. If there is a net decrease in Member Nonrecourse Debt Minimum Gain during any fiscal year, then each Member who has a share of such Member Nonrecourse Debt Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of income and gain of the Company, determined in accordance with Treasury Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Member Nonrecourse Debt Minimum Gain in the manner and to the extent required by Treasury Regulations Section 1.704-2(i)(4).

(f) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be specially allocated to all such Members in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Treasury Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Section 5.3(f) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after

all other allocations provided for in this Article 4 have been tentatively made as if this Section 5.3(f) were not included herein.

(g) **Basis Adjustment.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to either of Code Sections 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(h) **Limitation on and Reallocation of Losses.** At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such losses or items may be allocated without violation of this Section 5.3(g).

5.4 **Curative Allocations.** The allocations set forth in Section 5.3 (collectively the “Regulatory Allocations”) are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704-2 and shall be interpreted consistently therewith. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other Profits, Losses, and items of Company income, gain, loss, or deduction pursuant to this Section 5.4. Therefore, notwithstanding any other provision of this Article 5 (other than the Regulatory Allocations), the Board of Managers shall make such offsetting special allocations of Company Profits, Losses and items of income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not in effect. In exercising their discretion under this Section 5.4, the Board of Managers shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

5.5. **Tax and Book Allocations.**

(a) Except as otherwise provided in this Section 5.5, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the Members in the same manner as its correlative item of “book” income, gain, loss or deduction has been allocated as provided in Section 5.1.

(b) Income, gain, loss or deduction with respect to any property contributed by a Member shall, solely for tax purposes, be allocated among the Members, to the extent required by Code Section 704(c) and the related Treasury Regulations under Code Sections 704(b) and 704(c), to take account of the variation between the adjusted tax basis of such property and its Book Value at the time of its contribution to the Company. Such allocation

shall be made by the Board of Managers in any manner which is permissible under Code Section 704(c) and the Treasury Regulations thereunder.

(c) If the Book Value of any Company property is adjusted, pursuant to paragraph (ii) or (iv) of the definition of “Book Value” contained in Section 8 hereof, then 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 Book Value using any permitted method under Code Section 704(c) and the Treasury Regulations thereunder as determined by the Board of Managers. In the event that the Capital Accounts of the Members are so adjusted to reflect revaluations of the Company’s property, (i) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, and (ii) the amount of upward and/or downward adjustments to the Book Value of the Company property shall be treated as income, gain, deduction and loss for purposes of applying the allocation provisions of this Article 5. In the event that Code Section 704(c) applies to any property of the Company, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704 1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property.

5.6. Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Treasury Regulations thereunder. Except as otherwise provided herein, all items of income, gain, loss, and deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses for the fiscal year in question.

(b) If the Percentage Interest of any Member changes during any year, whether by reason of the grant or issuance of additional Units in the Company, transfers of Units in the Company, distributions from Capital Accounts or otherwise, the allocations prescribed by the Article 4 shall be based upon an interim closing of the Company’s books at the time of any such change; provided, however, that the Board of Managers may utilize any other method permitted under Section 706 of the Code and the Treasury Regulations promulgated thereunder if an interim closing of the books with respect to any item of income or expense, or any other item, would be impracticable or inequitable.

5.7. Tax Withholding.

(a) The Company shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold from a distribution otherwise payable to such Member or with respect to amounts allocable to such Member or to make any other payments to any governmental authority with respect to any foreign, federal, state or local tax or withholding liability arising as a result of such

Member's interest in the Company (a "Withholding Payment"). Any Withholding Payment made from funds withheld upon a distribution will be treated as distributed to such Member for all purposes of this Agreement.

(b) Any "imputed underpayment" within the meaning of Code Section 6225 paid (or payable) by the Company as a result of an adjustment with respect to any Company item, including any interest or penalties with respect to any such adjustment (collectively, an "Imputed Underpayment Amount"), shall be treated as if it were paid by the Company as a Withholding Payment with respect to the appropriate Members. The Board of Managers shall reasonably determine the portion of an Imputed Underpayment Amount attributable to each Member or former Member. The portion of the Imputed Underpayment Amount that the Board of Managers attributes to a Member shall be treated as a Withholding Payment with respect to such Member. The portion of the Imputed Underpayment Amount that the Board of Managers attribute to a former Member of the Company shall be treated as a Withholding Payment with respect to both such former Member and such former Member's transferee(s) or assignee(s), as applicable, and the Board of Managers may in their discretion exercise the Company's rights pursuant to this Section in respect of either or both of the former Member and its transferee or assignee. Imputed Underpayment Amounts treated as Withholding Payments also shall include any imputed underpayment within the meaning of Code Section 6225 paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Company holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Company bears the economic burden of such amounts, whether by law or agreement.

ARTICLE VI

Company Expenses and Compensation of the Managers

Subject to Section 7.2 below, the Company shall pay the Managers, officers, employees, advisors, independent contractors, consultants, agents and all other Persons performing services for or on behalf of the Company such wages, fees, expenses, reimbursements, equity grants and other compensation as may be determined by the Board of Managers. The Board of Managers may elect to execute written agreements with any of the foregoing people but are not obligated to do so.

ARTICLE VII

Relationship of Managers, the Company and Others

7.1. Other Activities of Managers and Members. Except as otherwise specifically provided herein or in any separate written agreement, but subject to Section 13.2 hereof, a Member or a Manager may have business interests and engage in business activities in addition to those connected with the Company, which interests and activities may be in one or more industries similar to or different from those of the Company.

7.2. Business Activities with Affiliates. The Managers may from time to time in the conduct of Company affairs consult with, utilize the services of, or otherwise engage in business activities with a Manager or Member, or one or more Affiliates of a Manager or Member. To the

extent the cost of such services is to be borne by the Company, such engagement shall only be on a basis which is not less favorable than the Company would obtain in an arms' length transaction, if comparable third parties or transactions are reasonably available, or which is reasonably determined by the disinterested Manager to be in the best interests of the Company. The interested Member, Manager or Affiliate shall disclose any such engagement to the Company and the disinterested Managers prior to entering into an agreement in connection therewith and the Members shall have the right, upon written request to the Company, to receive copies of all agreements relating to each such engagement before or after the execution thereof.

ARTICLE VIII

Transfers; Involuntary Transfers; Right of First Refusal; Tag Along Rights

8.1. General Restriction on Transfer. Except as otherwise provided in this Article VIII:

(a) Unless otherwise permitted by this Article VIII, no Units may be sold, assigned, encumbered, pledged, mortgaged, exchanged, given away, or in any other way disposed of or transferred, in whole or in part, voluntarily or involuntarily, by operation of law, pursuant to judicial process or otherwise (each a "Transfer"), except with the unanimous approval of the Board of Managers, such approval to be granted or denied in the Managers' sole and absolute discretion.

(b) Every Transfer of Units as a Member of the Company permitted by this Article VIII, shall nevertheless be subject to the following:

(i) No Transfer of any Units in the Company may be made if such Transfer would cause or result in a breach of any agreement binding upon the Company or of then applicable rules and regulations of any governmental authority having jurisdiction over the Company or such transfer. The Board of Managers may require as a condition of any Transfer that the Transferring Member (as defined in Section 8.5(a)) assume all costs incurred by the Company in connection therewith and furnish an opinion of counsel, satisfactory to the Company both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws.

(ii) Notwithstanding anything contained herein to the contrary, no Units shall be Transferred if, by reason of such Transfer, the classification of the Company for federal income tax purposes would be adversely affected or jeopardized, or if such Transfer would have any other substantial adverse effect for federal income tax purposes.

(iii) Upon the admission or withdrawal of a Member, this Agreement shall be amended appropriately to reflect the then existing names and addresses of the Members and their respective Units and Percentage Interests.

(c) A Transferring Member shall, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the Transferred Units arising or accruing on or after the effective date of the Transfer.

(d) Any Person who acquires in any manner whatsoever a Unit (or any part thereof) in the Company, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the Company as a Member as provided in Section 8.1(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such Units.

(e) Any Transfer in contravention of the provisions of this Agreement shall be null and void and ineffective to Transfer any interest in the Company, and shall not bind, or be recognized by, or on the books of, the Company, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time attempt to Transfer an interest in the Company in contravention of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transactions set forth in this Agreement.

8.2. Permitted Transfers. The following Transfers shall be permitted without the unanimous approval of the Managers otherwise required by this Article VIII:

(a) Units may be Transferred to an Affiliate controlling or controlled by any Transferring Member that is not an individual; and

(b) Units may be Transferred to a trust or similar estate, tax or administrative planning vehicle for the benefit of one or more members of the immediate family of the Transferring Member so long as such Transferring Member retains control of all voting rights related to such trust or other vehicle during such Member's lifetime.

8.3. Involuntary Transfers.

(a) General. Notwithstanding the foregoing provisions of this Article VIII, but subject to this Section 8.4 below, upon the Transfer of all or part of a Member's Units by operation of law, death, termination, dissolution, bankruptcy, divorce, court order or other judicial proceedings, foreclosure or attachments of a lien or security interest or other Transfer event not initiated by a Member (an "Involuntary Transfer"), the estate or immediate legal successor or representative of such Member or its estate (or the respective beneficiaries), as determined under applicable law, may succeed to such Member's Units, subject to the terms, conditions and restrictions of this Agreement. In the event of an Involuntary Transfer, the Company and, shall the Company not exercise such right, the other Members (on a pro rata basis, unless otherwise agreed) shall first have the right to purchase such Units from the estate or immediate legal successor or representative of such Member under the terms in Section 8.4 below, with the Purchase Price being the appraisal value pursuant to Section 8.8(c) herein, and the payment of the Purchase Price by the Company shall be made pursuant to 8.8(d). Without limitation of this Section 8.3, (i) the restrictions of this Article VIII shall apply to any transferee in an Involuntary Transfer to the same extent that, under the circumstances, such restrictions would have applied to the deceased, terminated, dissolved, bankrupt, divorced or foreclosed Member, and (ii) such Person shall, as a condition to holding such Units, within ten (10) days after notice of demand from the Board of Managers, execute a written agreement satisfactory to the Board of Managers acknowledging that such Person shall be bound by, and take the applicable Units subject to, the obligations, conditions and restrictions of this Agreement as same applies to Members and their respective Units. This provision shall not imply or be construed as permitting a Member to pledge or otherwise grant a security interest in or upon Units except by complying with all provisions in this Agreement relating to a Transfer of such Units, and the parties hereto acknowledge and agree that a pledge or grant of a security interest is a type of transaction that falls with the definition of "Transfer" under this Agreement.

(b) The Company may, in the discretion of the Board of Managers, purchase life insurance policies on the lives of any Members, at the Company's expense, with the Company listed as the beneficiary thereunder. Each Member agrees to cooperate with the Company if the Company wishes to obtain any such life insurance policy, including submission to a customary physical. In the case of an Involuntary Transfer due to death, the net amount of proceeds, if any, received by the Company under all life insurance policies shall be credited towards the purchase price of the deceased Member's Units. In the event the life insurance proceeds exceeds the purchase price for the deceased Member's Units, the Company shall be entitled to keep the surplus.

8.4. Right of First Refusal.

(a) A Member may Transfer the whole or any portion of his or its Units without the unanimous approval of the Managers otherwise required under Section 8.1(a) above (but shall in any event be subject to Sections 8.1(b)-(e) hereof) if such Member (the "Offering Member") first obtains a bona fide offer for the purchase of the entire interest to be transferred (a "Bona Fide Offer") and makes the interest which is the subject of the Bona Fide Offer available, first to the Company, then to the other Members, on a first refusal basis upon the same terms and provisions as are set forth in such Bona Fide Offer, in the manner hereinafter provided.

(b) The Offering Member shall furnish a true and complete copy of the Bona Fide Offer to the Company, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto. The Company shall have a period of thirty (30) days thereafter within which to elect, by written notice to the Offering Member (the “Exercise Notice”), to purchase all of the Units to be transferred at the price (the “Purchase Price”) and upon the terms set forth in the Bona Fide Offer. If the Company does not submit an Exercise Notice, the Offering Member next shall furnish a true and complete copy of the Bona Fide Offer to the remaining Members, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto. The remaining Members, individually, shall have a period of thirty (30) days thereafter within which to elect, by sending an Exercise Notice to the Offering Member, to purchase all of the Units to be transferred at the Purchase Price and upon the terms set forth in the Bona Fide Offer.

(c) If an Exercise Notice is timely submitted, such Units shall be purchased by the Company or by the other Member or Members, as applicable (such Member(s), as the case may be, the “Purchasing Member(s)”) pro rata in proportion to their Percentage Interest listed on Schedule A attached hereto, or as otherwise agreed by the Purchasing Members.

(d) If the interest of the Offering Member is purchased pursuant to this Section 8.4, the closing shall take place at the principal office of the Company on the date specified for such closing, and as otherwise specified, in the Exercise Notice (which date shall not be earlier than ten nor more than thirty days after the delivery of such Exercise Notice to the Offering Member). At the closing, the Purchase Price shall be paid by the Company or the Purchasing Member(s) upon the terms set forth in the Bona Fide Offer and the Offering Member shall execute and deliver such instruments as may be required to vest in the Company or the Purchasing Member(s) the interest to be sold, free and clear of all liens, claims and encumbrances. All names, trade names, confidential information, trade secrets or financial or other data of the Company shall be the property of the Company, and the Offering Member shall not disclose or use to the detriment of the Company or the Purchasing Member(s) any of the foregoing; provided that the Offering Member may make such disclosures as he, she, or it reasonably believes may be required by law, regulation, or rule of any governmental authority or any court order or other legal process. The Board of Managers may require, as a condition to any Transfer pursuant to this Section 8.4 (either to the Company, the Purchasing Member(s) or to a third party), that the Offering Member execute and deliver to the Company a release of the Company, in form and substance reasonably satisfactory to the Board of Managers.

(e) If the Units of the Offering Member shall not be purchased by the Company or the Purchasing Member(s) as aforesaid, the Offering Member may sell such interest to the maker of the Bona Fide Offer, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale satisfies the following requirements:

(i) Such sale is concluded within ninety days after the failure of the parties to deliver an Exercise Notice in accordance with Section 8.4(b); and

(ii) The maker of the Bona Fide Offer shall enter into a valid and binding agreement the effect of which will be that any Unit which is so transferred shall continue to

remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a part hereto.

(f) This Section 8.4 shall be subject and subordinate to Section 8.6.

8.5. Reserved.

8.6 Drag Along Rights.

(a) In the event of a Sale involving a bona fide negotiated transaction with a third party willing to purchase 100% of the Units of the Company (in each case, the “Buyer”) is proposed by the Members owning a majority of the Units (the “Requesting Members”) and approved by the Board of Managers, each Member shall be obligated, upon the written request of the Requesting Members, which request shall set forth the material terms of such Sale, to: (i) Transfer or cause to be Transferred to the Buyer all of such Member’s Units on substantially the same terms applicable to all of the other Members, subject to receipt of the stated consideration; and (ii) execute and deliver such instruments of conveyance and transfer and take such other action, including voting by such Member in favor of any proposed Sale and executing any purchase agreements, indemnity agreements, escrow agreements or related documents, as the Buyer or the Requesting Members may reasonably require in order to carry out the terms and provisions of this Section 8.6; provided that (A) such Member shall not be obligated to make any representation in connection with such Sale other than with respect to his title to the Units to be Transferred and authority to Transfer such Units; (B) the Sale referred to in this Section 8.6 contemplates that each Member will receive the same consideration per Unit owned as the consideration received by any other Member for a Unit of the same class; and (C) such Member shall participate pro rata on a several but not joint basis with all other Members with respect to indemnities and escrows, including any limitation of liability with respect thereto.

(b) Not less than twenty (20) days prior to the date proposed for the closing of any such proposed Sale, the Requesting Members shall give written notice to each Member (other than the Requesting Member(s)), setting forth in reasonable detail the name of the Buyer, the terms and conditions of the proposed Sale, including the purchase price and the proposed closing date.

(c) In furtherance of the provisions of this Section 8.6, each of the Members hereby (i) irrevocably appoints each member of the Board of Managers as his agent and attorney-in-fact (each, an “Agent”) (each with full power of substitution) to execute all agreements, instruments and certificates and take all actions necessary or desirable to effectuate any Sale under this Section 8.6; and (ii) grants to the Agent a proxy (which shall be deemed to be coupled with an interest and to be irrevocable) to vote the Units held by such Member and exercise any consent rights applicable thereto in favor of any Sale under this Section 8.6, in each case in accordance with the provisions and subject to the limitations of this Section 8.6; provided that no Agent shall exercise such powers-of-attorney or proxies with respect to any Member unless such Member is in breach of his obligations under this Section 8.6.

8.7. Continuation of Restrictions. In the event of a merger, consolidation or other reorganization of the Company that does not result in a change of control of the Company (on

the basis of a majority of the Percentage Interests), then the securities or other property received by each Member as a result thereof shall remain subject to the same restrictions as are contained in this Article VIII as if such merger, consolidation or other reorganization had not occurred.

8.8. Optional Repurchase by Company.

(a) Disability. In the event of (i) the Permanent Disability (as hereinafter defined) of a Member; (ii) a Member ceasing to exercise, directly or indirectly, sole voting and dispositive power over his Units (unless transferred in accordance with the provisions of the VIII); or (iii) the termination, whether voluntary or involuntary or with or without Cause, of a Member's employment or advisory relationship with the Company, the Company, by written notice to such Member (the "Dissociated Member") or the personal representative of the Dissociated Member, as the case may be, shall have the option to purchase all of the Units of the Dissociated Member for the purchase price calculated in accordance with Section 8.8(c) hereof. "Permanent Disability" shall mean an injury or sickness which renders such Member incapable, as determined by a physician selected by the Company and the Dissociated Member or his legal representative, as applicable, whether physically or mentally, of performing all or substantially all of such Member's material duties to the LLC for a period in excess of 180 consecutive days or 180 days within any 12 month period.

(b) Cause. A Member shall become a Dissociated Member if he commits an act or omission that constitutes Cause and the Company shall have the option to purchase all of the Units of such Dissociated Member under the same terms in this Section 8.8. Members holding two-thirds (2/3) of the Units of the Company, excluding the Member whose conduct is being reviewed, must agree in writing whether a Member's actions rise to the level of Cause.

(c) Value. Subject to the last sentence of this Section 8.8(c), the aggregate purchase price for a Dissociated Member's Units shall be mutually agreed upon by the Company and the Dissociated Member. In the event that the Company and the Dissociated Member cannot agree on a purchase price within thirty (30) days after the event of dissociation, the Company and the Dissociated Member shall each select an appraiser, and those two appraisers shall select a third appraiser who alone shall determine the purchase price for the Unit. The selection of an appraiser by each party shall be made within ten (10) after the expiration of the thirty (30) day period referred to above, and the selection of the third appraiser shall be made within an additional ten (10) days. The third appraiser shall have thirty (30) days from the date of his or her selection to complete the appraisal of the Dissociated Member's portion of the Unit. The Company and the Dissociated Member agree that the determination of such appraiser shall be final and binding in all respects on all parties. The costs of such appraisal shall be borne equally by the Company and the Dissociated Member. Notwithstanding the foregoing in this Section 8.8(c), if (i) a Member who is also an employee or advisor is terminated for Cause; (ii) a Member becomes a Dissociated Member due to an act or omission that constitutes Cause; or (iii) a Member attempts to transfer his Units in violation of Article VIII, the purchase price for the Units of the Dissociated Members described in the foregoing clauses (i) through (iii) shall be the Book Value.

(d) Payment. The purchase price for the Dissociated Member's Units to be purchased by the LLC in accordance with the provisions of this Agreement shall be paid twenty-five percent (25%) in cash and seventy-five percent (75%) via a promissory note payable in equal monthly installments over a period of five (5) years, with interest accruing at the applicable federal rate.

ARTICLE IX Member Representations

9.1. Securities Laws Representations. The following provisions shall apply in respect of the acquisition of the Units in the Company by the Members:

(a) No registration statement relating to the Units in the Company or otherwise has been or shall be filed with the United States Securities and Exchange Commission under the Federal Securities Act of 1933, as amended, and with any other governmental or regulatory agency under any securities laws or so-called "blue-sky" laws of any state (collectively, the "Securities Laws").

(b) Each Member represents and warrants to each other Member, to each Manager and to the Company that:

(i) Such Member has the power and authority to execute and comply with the terms and provisions hereof.

(ii) Such Member's interest in the Company has been or will be acquired solely by and for the account of such Member for investment purposes only.

(iii) Such Member's interest in the Company has not and will not be registered under the Securities Laws of any state, and cannot be sold or transferred without compliance with the registration provisions of the applicable Securities Laws, or compliance with exemptions, if any, available thereunder. Such Member understands that neither the Company nor any Member nor any Manager has any obligation or intention to register the Units under any Federal or state securities act or law, or to file the reports to make public the information required by Rule 144 under the Securities Act of 1933, as amended.

(iv) Such Member expressly represents that (1) he has such knowledge and experience in financial and business matters in general, and in investments of the type to be made by the Company in particular; (2) he is capable of evaluating the merits and risks of an investment in the Company; (3) his financial condition is such that it has no need for liquidity with respect to its investment in the Company to satisfy any existing or contemplated undertaking or indebtedness; (4) he is able to bear the economic risk of its investment in the Company for an indefinite period of time, including the risk of losing all of such investment, and loss of such investment would not materially adversely affect it; and (5) he has either secured independent tax advice with respect to the investment in the Company, upon which it is solely relying or it is sufficiently familiar with the income taxation of partnerships and limited liability companies that it has deemed such independent advice unnecessary.

9.2. Representations Regarding Cannabis Business. Each Member hereby represents and warrants to the Company that:

- (a) None of the Member or any of its Affiliates has been the subject of any criminal action under the laws of Massachusetts, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which it or they either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
- (b) None of the Member or any of its Affiliates has been a party to any civil action under the laws of Massachusetts, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
- (c) None of the Member or any of its Affiliates has been the subject of any past or pending legal or enforcement actions in any other state related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
- (d) None of the Member or any of its Affiliates has been the subject of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth of Massachusetts, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
- (e) None of the Member or any of its Affiliates has been the subject of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth of Massachusetts, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification;
- (f) Except as disclosed in writing to the Company, none of the Member or any of its Affiliates has past or present interests in marijuana businesses in other states within the meaning of 935 CMR 500.101(1)(a)(3);
- (g) All the funds used to purchase the Units were lawfully earned or obtained within the meaning of 935 CMR 500.101;

- (h) None of the Member or any of its Affiliates controls the decision-making of another Marijuana Establishment within the meaning of 935 CMR 500.050. For purposes of that regulation, “control” includes, but may not be limited to:
- (i) actual control of more than 50% of the voting equity or having the power to appoint more than 50% of the directors;
 - (ii) contract rights to control; or
 - (iii) right to veto significant events.

The Member acknowledges that the phrase “contract rights to control” may include, but is not limited to, certain contractual rights that landlords, licensors and persons or entities in other common commercial arrangements often have.

ARTICLE X Amendments

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of the Board of Managers and the approval of holders of Members holding at least sixty-six percent (66%) of the issued and outstanding Class A Units. Any amendment to this Agreement approved in accordance with the terms of this Article X shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Managers, or any of them, shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Member.

ARTICLE XI Dissolution. Winding Up and Termination

11.1. Dissolution. Subject to the provisions of Section 11.4, the Company shall be dissolved and its affairs shall be wound up at any time there are no members of the Company or upon the occurrence of any of the following events:

- (a) the affirmative vote of all Managers; or
- (b) the entry of a decree of judicial dissolution has occurred under the Act.

11.2. Liquidation. Upon the dissolution of the Company, the Managers, or, in the event that there are no Managers, a Person or Persons approved by a majority of the Percentage Interests as the “Liquidating Trustee” shall immediately commence to wind up the affairs of the Company; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be distributed, as realized, as provided in Section 5.2(c).

Upon dissolution, the Managers or the Liquidating Trustee, as the case may be, may (i) liquidate all or a portion of the assets of the Company and apply the proceeds in accordance with this Section 11.2, and (ii) value the company according to the terms of 8.8(c) hereof and distribute such assets in accordance with this Section 11.2 as though such assets had been sold on the date of distribution; provided, however, that the Managers or the Liquidating Trustee shall in good faith attempt to liquidate sufficient Company assets to satisfy in cash the debts and liabilities of the Company.

11.3. Termination. The Company shall terminate when all the assets of the Company, if any, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article XI, and the Certificate of Organization shall have been canceled in the manner required by the Act.

ARTICLE XII

Records; Reports; Member Meetings

12.1. Fiscal Year and Records. The fiscal year of the Company shall be the calendar year. The Board of Managers shall keep or cause to be kept complete and accurate books and records reflecting all activities of the Company. Such books and records of the Company shall be kept at its principal office, and the Members and their representatives shall at all reasonable times have access thereto for the purpose of inspecting or copying the same; subject to Section 13.1 below. The books of account of the Company shall be kept on the same basis as that followed by the Company for federal income tax purposes.

12.2. Reports. The Board of Managers shall cause to be prepared the Company's appropriate state and federal income tax returns and shall furnish the appropriate information tax returns to each Member as soon as practicable after the end of each year. The Board of Managers shall prepare or cause to be prepared and shall furnish to each Member such other summary financial information of the Company as the Board of Managers may determine in their discretion.

12.3. Member Meetings. Any Manager may call a meeting of the Members, each by giving notice specifying the date, time and place thereof to the Members not less than three (3) business days prior to each such meeting.

ARTICLE XIII

Miscellaneous

13.1. Confidentiality. Unless otherwise required by law, each Member shall, and shall cause each of its Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or its Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Board of Managers have consented to in writing; provided, however, that the prohibitions set forth in this Section 13.1

shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

13.2. Non-Competition and Non-Solicitation. Notwithstanding anything contained herein to the contrary, and except as set forth in a separate written agreement with the Company, no Manager or Member shall, while a Manager or Member and for a period of twelve (12) months thereafter, anywhere in the Commonwealth of Massachusetts (or for such smaller area as may be determined by a court of competent jurisdiction to be a reasonable limitation on such persons' competitive activity), directly or indirectly, (i) engage in any activity competitive with the business conducted by the Company; (ii) solicit or attempt to solicit business of any customers of the Company for products or services the same or similar to those offered, sold or produced at any time by the Company; (iii) otherwise divert or attempt to divert from the Company any business whatsoever; (iv) solicit or attempt to solicit for any business endeavor any employee or prior employee of the Company; or (v) interfere with any business relationship between the Company and any other individual or entity.

13.3. Counterparts. This Agreement may be executed in two or more counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart; provided, however, that the several counterparts, in the aggregate, shall have been executed by all of the Members. Any Person agreeing in writing to be bound by the provisions of this Agreement shall be deemed to have executed a counterpart of this Agreement for all purposes hereof.

13.4. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict or choice of law provisions that would make applicable the domestic substantive law of any other jurisdiction. The state courts located in the Commonwealth of Massachusetts shall have exclusive jurisdiction over any disputes arising hereunder, and all Members hereby irrevocably consent to the personal jurisdiction of such venue, and hereby waive any argument that such venue is inappropriate based on forum non convenience.

13.5. WAIVER OF JURY TRIAL. **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH MEMBER WAIVES, AND COVENANTS THAT SUCH MEMBER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY MEMBER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE.** The Company or any Member may file an original counterpart or a copy of this Section 13.5 with any court as written evidence of the consent of the Members to the waiver of their rights to trial by jury.

13.6. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to

have been given (i) if personally delivered, on the date of delivery, (ii) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the business day following the date of delivery to such courier service, (iii) if deposited in the United States mail, first-class postage prepaid, on the date of delivery, (iv) if delivered by telecopy, provided the relevant transmission report indicates a full and successful transmission, (x) on the date of such transmission, if such transmission is completed at or prior to 5:00 p.m., local time of the recipient party, on the date of such transmission, and (y) on the next business day following the date of transmission, if such transmission is completed after 5:00 p.m., local time of the recipient party, on the date of such transmission, or (v) if delivered by Internet mail, provided the relevant computer record indicates a full and successful transmission or no failure message is generated (x) on the date of such transmission, if such transmission is completed at or prior to 5:00 p.m., local time of the recipient party, on the date of such transmission, and (y) on the next business day following the date of transmission, if such transmission is completed after 5:00 p.m., local time of the recipient party, on the date of such transmission. All notices shall be given: (i) if to the Board of Managers or the Company, to the Board of Managers at the address or telecopy number set forth on Schedule A; and (ii) if to any Member, to it at its, his or her address or telecopy number set forth on Schedule A.

13.7. Waiver of Partition. Each Member hereby waives any rights to partition the property of the Company.

13.8. Successors. This Agreement shall be binding on the executors, administrators, estates, heirs, legal representatives, successors and assigns of each of the Members.

13.9. Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver occurred; provided, however, that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver is given.

13.10. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

13.11. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

ARTICLE XIV
Additional Definitions

In addition to those terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit, if any, in such Member’s Capital Account as of the end of the relevant fiscal year or other period, after (i) credit to such Capital Account any amounts which such Member is obligated to restore

or is deemed to be obligated to restore as described in the penultimate sentence of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i); and (ii) debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6). The foregoing definition is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” or “Affiliates” means, with respect to any Person, (a) any other Person or Persons of which such Person is an officer, director, advisory board member, member or manager, and (b) any other Person or Persons that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Book Value” means, with respect to any asset of the Company, such asset’s adjusted basis for federal income tax purposes, except that: (i) the initial Book Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as such value is determined under this Agreement; (ii) the Book Value of all assets of the Company shall be adjusted to equal their respective gross fair market values, as determined by the Board of Managers at and as of the following times: (A) the acquisition of an additional or new interest in the Company by a new or existing Member in exchange for other than a de minimis Capital Contribution by such Member; (B) the distribution by the Company to a Member of more than a de minimis amount of any asset of the Company (including cash or cash equivalents) as consideration for all or any portion of an interest in the Company; (C) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and (D) any other instance in which such adjustment is permitted under Treasury Regulations Section 1.704-1(b)(2)(iv) (e.g., in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company; provided, however, that adjustments pursuant to clauses (A), (B), (C), or (D) of this sentence shall be made if the Board of Managers reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members; (iii) the Book Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and (iv) the Book Value of the assets of the Company shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m). If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i) or (ii), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Cause” means (1) the failure by a Member, after receiving written notice and failing to cure such failure within seven (7) calendar days, to substantially perform his assigned duties and responsibilities to the Company, which failure materially and adversely affects or threatens to affect the business or reputation of the Company; (2) a Member’s commitment of fraud or participation in a material act or omission involving dishonesty with respect to the Company or gross negligence in connection with his duties and responsibilities to the Company; (3) the commission by the Member of any crime involving moral turpitude or any felony; (4) a material breach by the Member of any employment, confidentiality, non-compete, non-solicit or similar agreement with the Company; (5) a Member’s material violation of any Company rule, regulation, procedure or policy; or (6) conduct which demonstrates a Member’s gross unfitness

to serve as an employee of the Company and which has had or is reasonably likely to have a significant adverse effect on the Company.

“Capital Account” means, with respect to any Member, the capital account maintained for such Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Depreciation” means, for each fiscal year or other period, an amount equal to the federal income taxation depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year or other period, provided, however, that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such assets for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Board of Managers.

“Dissolution Transaction” means a dissolution of the Company, or a distribution of proceeds from (i) the merger or consolidation of the Company into or with a Third Party Entity, or (ii) the sale, conveyance or lease of all or substantially all of the assets of the Company to a Third Party Entity. “Third Party Entity” means another entity except (i) any legal entity (other than a natural person) that directly or indirectly controls, is controlled by, or is under common control with the Company or (ii) any entity which, following the transaction in question, a majority of the voting equity of which is owned directly or indirectly by the Members of the Company prior to the transaction.

“Material Contract” means any contract or other agreement entered into by or on behalf of the Company obligating or committing the Company to (a) expend or otherwise pay in any fiscal year an amount in excess of \$500,000, (b) receive an amount in any fiscal year in excess of \$500,000, (c) restrict its line of business or limit or prevent its competition with any Person, (d) share profits, revenue or cash flows, or (e) indemnify any Person other than in the ordinary course of business.

“Member Nonrecourse Debt” has the meaning set forth for “partner nonrecourse debt” in Treasury Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means “partner nonrecourse debt minimum gain” as defined in Treasury Regulation Section 1.704-2(i)(2) and (3).

“Member Nonrecourse Deductions” shall mean “partner nonrecourse deductions” as set forth in Treasury Sections 1.704-2(i)(1) and 1.704-2(i)(2).

“Net Distributable Cash” means, with respect to any period, the sum of all cash receipts of the Company from any and all sources, less the sum of the following expenditures paid out of such cash receipts: (i) payments of rent, insurance, real estate taxes, legal expenses,

commissions, management expenses, utilities, repairs and maintenance, accounting and bookkeeping services, equipment, supplies, salaries, advertising and promotion, and any and all other items which are customarily considered to be “operating expenses”; (ii) interest and related expenses with respect to loans or other indebtedness of the Company; (iii) other cash expenditures of the Company, except distributions to Members; (iv) Tax Distributions; and less (v) amounts set aside as reasonable reserves established by the Board of Managers for working capital, contingent liabilities or for any of the expenditures described in Subsections (i) through (iv) above, or as otherwise deemed by the Board of Managers as reasonably necessary to meet the current and anticipated future liabilities, obligations and operating and capital expenditures of the Company.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulation Section 1.704-2(b)(1).

“Person” means any individual or any business, corporation, company, joint venture, limited liability company, unincorporated association, trust or other enterprise.

“Profits and Losses” means, for each year or other period, an amount equal to the Company’s net taxable income or loss for such fiscal year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss; (b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or loss; (c) in the event the Book Value of any Company asset is adjusted in accordance with Paragraph (ii) or Paragraph (iii) of the definition of “Book Value” above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses (d) gain or loss from a disposition of property of the Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis; (e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation for such fiscal year or other period; (f) to the extent 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 Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses); and (g) any items which are separately allocated pursuant to Section 5.3 shall not be taken into account in calculating Profits and Losses.

“Regulations” or “Treasury Regulations” means the Income Tax Regulations promulgated by the U.S. Department of Treasury under the Code.

“Sale” shall mean (i) a sale of substantially all of the assets of the Company; (ii) a merger, reorganization or consolidation between the Company and another Person as a result of which the holders of the Company’s outstanding voting Units immediately prior to the transaction hold less than a majority of the outstanding Units of the surviving entity immediately after the transaction, or (iii) the direct or indirect sale or exchange in a single or series of related transactions by the Members of the Company of more than fifty percent (50%) of all of the voting Units of the Company to a Person that is not an Affiliate of the Company nor of a Member as a result of which the holders of the Company’s outstanding voting Units immediately prior to the transaction hold less than a majority of the outstanding voting Units of the Company immediately after the transaction.

“Significant Transaction(s)” means: (a) a Sale; (b) an amendment to the Certificate or this Agreement (other than updates to Schedule A as contemplated herein); (c) the addition of new Members (except in connection with a Permitted Transfer); (d) authorization and/or issuance of any Units; (e) entering into or materially amending, assigning or in any effect materially affecting any Material Contract; (f) making expenditures in any one transaction or series of related transactions (or agreements providing for the same) that exceed by fifteen percent (15%) or more of such expenditures (by line item) set forth in the approved budget for the Company; or (g) approve any liquidation, dissolution or winding up, institute any bankruptcy proceedings, consent to the filing of a bankruptcy proceeding against, or file a petition seeking reorganization under the U.S. Bankruptcy Code or any similar applicable federal or state law or consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency, or make an assignment for the benefit of creditors.

“Tax Distribution” has the meaning given it in Section 5.2(a).

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Operating Agreement as of the date first set forth above.

THE COMPANY:

WITCH CITY GARDENS, LLC

By: _____
Name:
Title:

MEMBERS

Elizabeth Childs

Barbara Donatelli

MANAGERS

Elizabeth Childs

Tim Haigh

Barbara Donatelli

Schedule A
MEMBERS¹

<i>Name and Address</i>	<i>Number of Class A Units</i>	<i>Percentage Interest</i>
Elizabeth Childs [address]	16,333	81.7%
Barbara Donatelli [address]	3,667	18.3%
Total	20,000	100%

Board of Managers Notice Address:

[]

¹ The Members acknowledge and agree that Elizabeth Childs made a Capital Contribution to the Company of \$250,000, and Barbara Donatelli made a Capital Contribution to the Company of \$550,000 (in each case via conversion of Convertible Promissory Notes) based upon a pre-money valuation of the Company of \$2,200,000.



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

William Francis Galvin
Secretary of the
Commonwealth

June 23, 2023

TO WHOM IT MAY CONCERN:

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

WITCH CITY GARDENS, LLC

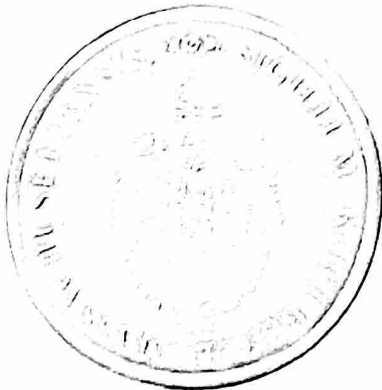
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 27, 2018**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **ELIZABETH CHILDS, TIM HAIGH**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ELIZABETH CHILDS, TIM HAIGH**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ELIZABETH CHILDS, TIM HAIGH**



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

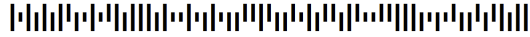
William Francis Galvin
Secretary of the Commonwealth

Processed By: MS



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WITCH CITY GARDENS
2 BRIDGE ST
SALEM MA 01970-4104

000038

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
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

Special Filing Instructions

Certificate of Organization
 (General Laws, Chapter 156C)

Identification Number: 001319661

1. The exact name of the limited liability company is: WITCH CITY GARDENS, LLC

2a. Location of its principal office:

No. and Street: 38 JEFFERSON AVENUE
 City or Town: SALEM State: MA Zip: 01970 Country: USA

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

No. and Street: 38 JEFFERSON AVENUE
 City or Town: SALEM State: MA Zip: 01970 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:

ANY LAWFUL PURPOSE, INCLUDING BUT NOT LIMITED TO DEVELOPMENT AND OPERATION OF RELATED BUSINESSES IN MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIZABETH CHILDS
 No. and Street: 28 HERSEY STREET
 City or Town: SALEM State: MA Zip: 01970 Country: USA

I, ELIZABETH CHILDS 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	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
MANAGER	KEVIN TALBOT	134 OCEAN AVENUE WEST SALEM, MA 01970 USA
MANAGER	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
SOC SIGNATORY	KEVIN TALBOT	134 OCEAN AVENUE WEST SALEM, MA 01970 USA
SOC SIGNATORY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
REAL PROPERTY	KEVIN TALBOT	134 OCEAN AVENUE WEST SALEM, MA 01970 USA
REAL PROPERTY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of March, 2018,
JAMES MCMAHON, ESQ

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

Quitclaim Release for Intellectual Property Related to Witch City Gardens, Inc.


For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Elizabeth Childs**, having an address at 38R Ocean Avenue, Salem, MA (hereinafter "Assignors"),

HEREBY GRANTS, ASSIGNS AND QUITCLAIMS TO

Witch City Gardens, LLC, having an address at 26 Hersey Street, Salem, MA (hereinafter "Assignees"), all right, title and interest whatsoever, throughout the world, in and under the copyright on the work or works related to the Witch City Gardens, Inc. Cannabis Enterprise, including the right to sue for past infringement;

TO HAVE AND TO HOLD THE SAME, UNTO ASSIGNEES, THEIR SUCCESSORS AND ASSIGNS, FOR THE FULL DURATION OF ALL SUCH RIGHTS, AND ANY RENEWALS OR EXTENSIONS THEREOF

IN WITNESS THEREOF, Assignors have hereunto set their hand and seal this 27th day of March 2018.

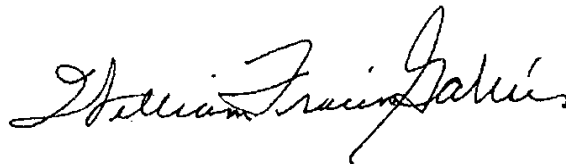

ASSIGNOR 3/27/2018

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:

March 27, 2018 01:47 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001319661

The date of filing of the original certificate of organization: 3/27/2018

1.a. Exact name of the limited liability company: WITCH CITY GARDENS, LLC

1.b. The exact name of the limited liability company as amended, is: WITCH CITY GARDENS, LLC

2a. Location of its principal office:

No. and Street: 38R OCEAN AVE
 City or Town: SALEM State: MA Zip: 01970 Country: USA

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

ANY LAWFUL PURPOSE, INCLUDING BUT NOT LIMITED TO DEVELOPMENT AND OPERATION OF RELATED BUSINESS IN MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIZABETH CHILDS
 No. and Street: 28 HERSEY STREET
 City or Town: SALEM State: MA Zip: 01970 Country: USA

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	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA
MANAGER	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

SOC SIGNATORY

ELIZABETH CHILDS

38 R OCEAN AVENUE
SALEM, MA 01970 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
REAL PROPERTY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVED KEVIN TALBOT AS A MANAGER WITH WITCH CITY GARDENS, LLC.

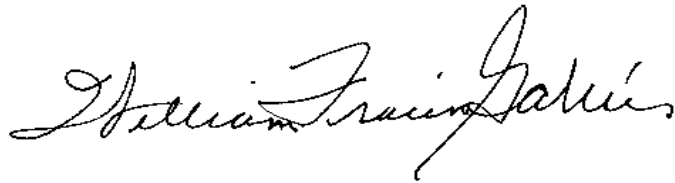
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of September, 2021,
ELIZABETH CHILDS , Signature of Authorized Signatory.**

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:

September 28, 2021 11:24 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

Elizabeth Childs
Witch City Gardens, LLC
2 Bridge Street
Salem, MA 01970
elizabeth@starbirdsalem.com
818-687-5443
October 2, 2023

Cannabis Control Commission (CCC)

Subject: Clarification Regarding Kevin Talbot's Position and Status in Witch City Gardens, LLC

Dear Cannabis Control Commission,

I hope this letter finds you well. I'm writing in response to the comment raised regarding Mr. Kevin Talbot's position as listed in the Articles of Organization for Witch City Gardens.

I wish to clarify that Kevin Talbot, formerly listed as a manager in our Articles of Organization, is no longer associated with Witch City Gardens, LLC in any capacity. Mr. Talbot does not hold a position as a Person Having Direct or Indirect Control (PDIC) as defined by the Commission's regulations. Furthermore, he no longer has any influence over business decisions nor does he possess any equity stake in Witch City Gardens, LLC.

To further evidence this change, I have attached the amendment to the Articles of Organization which indicate the removal of Kevin Talbot from our company structure. All necessary legal procedures have been undertaken to make this change official and transparent.

We sincerely appreciate the CCC's diligence in ensuring compliance with the regulations. We aim to be fully transparent and in alignment with all guidelines set forth by the Commission.

Should you need additional information, documentation, or clarification on this matter, please feel free to contact me at 818-687-5443 or elizabeth@starbirdsalem.com

Thank you for your understanding and assistance in this matter.

Warm regards,

Elizabeth Childs
Founder/ceo
Witch City Gardens



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

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1.a. Exact name of the limited liability company: WITCH CITY GARDENS, LLC

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2a. Location of its principal office:

No. and Street: 38R OCEAN AVE
 City or Town: SALEM State: MA Zip: 01970 Country: USA

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

ANY LAWFUL PURPOSE, INCLUDING BUT NOT LIMITED TO DEVELOPMENT AND OPERATION OF RELATED BUSINESS IN MASSACHUSETTS

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MANAGER	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA

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SOC SIGNATORY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

SOC SIGNATORY

ELIZABETH CHILDS

38 R OCEAN AVENUE
SALEM, MA 01970 USA

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

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REAL PROPERTY	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
REAL PROPERTY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVED KEVIN TALBOT AS A MANAGER WITH WITCH CITY GARDENS, LLC.

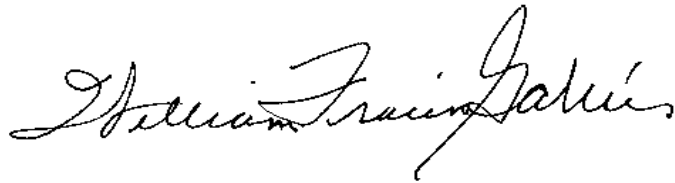
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of September, 2021,
ELIZABETH CHILDS , Signature of Authorized Signatory.**

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:

September 28, 2021 11:24 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

January 31, 2023

Witch City Gardens, LLC
2 Bridge Street
Salem, MA 01970

Plan to obtain Liability Insurance;

Witch City Gardens is working with Joanie Soucy, of Soucy Insurance Agency (85 Lafayette Street, Salem, MA 01970, 978-744-7110) to obtain general liability insurance, workers comp insurance, and property insurance.

Insurance coverages will comply with 935 CMR 500.101(1) and (2); 935 CMR 500.105(10)

Coverages will include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence.

Elizabeth Childs
818-687-5443
Elizabeth@StarbirdSalem.com

BUSINESS PLAN ADULT-USE MARIJUANA CULTIVATION

WITCH CITY GARDENS, LLC

Property Location:
2 Bridge Street
Salem, MA 01970

Executive Summary

Witch City Gardens, LLC (WCG) is committed to cultivating for our clients top quality products, with a constant theme of safety and education.

Drawing off years of experience as business owners within the City of Salem, the executive team of WCG is prepared to enter into another robust and durable relationship with the City and its residents in a manner reflective of their longstanding ties to the community. The applicant is prepared to meet or exceed all regulatory requirements from both the City of Salem, and the Cannabis Control Commission.

Structure & Experience

Elizabeth Childs and Tim Haigh are the founders of Witch City Gardens. Between the two of them, they have 15+ years of owning and operating businesses in the City of Salem. They have vast experience developing, implementing, and maintaining procedures within regulated industries, whether it be compliance with building codes, food and workplace safety regulations, or responsibly managing multiple alcohol and event permits.

The partners are poised to do the same for cannabis cultivation within Salem, beginning through investment in an area of Salem that is dominated by automotive and other commercial uses, along with unused or underutilized buildings. Though development of a top class cannabis establishment, WCG intends to diversify uses in the zone, increase property tax rates for the city, and offer numerous other aesthetic and quality of life improvements.

Elizabeth Childs is currently the CEO for Witch City Gardens, LLC overseeing operations of their adult-use cannabis retail establishment, Starbird. She is the visionary and driving force behind the company, responsible for setting strategies direction, establishing corporate priorities, and ensuring that the company achieves both its financial and mission-driven goals. This role requires effective collaboration with cross-functional teams, ensuring that the brand maintains its esteemed position in the industry, and fostering a culture of accountability, innovation, and customer-centricity.

Tim Haigh owns and operates Bambolina and Kokeshi restaurants in Salem, which have created 45+ jobs for the local community. Mr. Haigh holds a beer and wine license at Bambolina, and a full liquor license at Kokeshi, and is no stranger to operating a state regulated business under the highest degree of scrutiny. The restaurants have received numerous accolades and awards, as well as being an instrumental part in the revitalization of the Derby Street Corridor in the City of Salem.

Operational Overview

Witch City Gardens, LLC (WCG) is applying for a Marijuana Cultivator License in compliance with all regulations put forth in M.G.L. Chapter 94g as well as Chapter 55 of the Acts of 2017, and all other relevant regulations as promulgated by the Cannabis Control Commission and the City of Salem. WCG currently holds a Marijuana Retail license, and conducts business under the dba Starbird. The Cultivation will be operated in a separate area of the same facility as the Retail License.

The facility, planned as a model of secure, discrete cannabis development, will be located at 2 Bridge Street. The current site will not be expanded or have any exterior alterations aside from a new coat of paint, revitalization of existing landscaping, and discreet installation of additional security features, including sensors and cameras.

Employees will be vetted and undergo a thorough background check process prior to hire, and will receive both Responsible Vendor Training, and supplementary trainings throughout their tenure. WCG Cultivation plans to employ 2 people in the first year, and eventually grow in size as needed.

The entirety of the facility shall have complete video coverage of the perimeter and all interior spaces where cannabis is present. The facility shall be considered a Limited Access Area, and will be off-limits at all times to all non-authorized employees and any visitors.

Cannabis cultivated on-site will be sold to customers after being repeatedly tested for purity. The growing methods and processing systems will be in compliance with the Cannabis Control Commission regulations and all local ordinances, including forgoing the use of artificial fertilizers or pesticides, utilizing plant-by-plant low-input watering techniques, and achieving the lowest feasible degree of energy use for lighting and HVAC systems. Cannabis will be planted, germinated, grown, harvested, cured, and trimmed for sale on site in accordance with the latest product safety and environmental efficiency standards.

Once tested product is packaged in opaque, hermetically sealed containers, the prepared cannabis shall be transferred to a climate-controlled storage vault under video surveillance until ready for use. All waste products shall be rendered unusable according to Cannabis Control Commission regulations through admixture with organic solids, and disposed of under contract with a composting service.

Benefits to the City of Salem

In addition to signing a Host Community Agreement with the City of Salem, Witch City Gardens is proud to offer numerous other benefits to the City of Salem and its residents, in light of their longstanding connections to the area and their passion for local development.

Witch City Gardens expects to create two to three full time jobs at the cultivation facility. Employees shall be trained in all regulatory requirements, and have numerous opportunities for growth and development within the organization.

As current residents and business owners in Salem, the partners are proud to announce utilizing a "Advertise Local - Hire Local" strategy, where open positions shall first be advertised in media of general circulation within the City of Salem and neighboring community of Lynn, MA prior to greater distribution. Witch City Gardens looks forward to close and transparent collaboration with the City of Salem Police Department and other public safety officials in identifying and executing best practices for the responsible and sustainable operation of a

safe, secure place cultivation of adult use marijuana. In addition, Witch City Gardens is prepared to offer their extensive knowledge and experience with the subject matter as a resource to the City of Salem's public safety officials in their determination of ongoing cannabis regulatory and enforcement needs and other relevant matters.

Finally, Witch City Gardens will identify a Community Outreach Coordinator to identify opportunities to give back to the communities they serve and function as the primary point of contact for ongoing beneficial impact. This position will include oversight and management of charitable donations, support of appropriate local events, and provision of relevant community health and safety education.

Project Description

Witch City Gardens has commenced site preparation and has entered the building process following successful receipt of a Special Permit and obtaining all necessary permits.

Due to its smaller size and less demanding retrofit, the cultivation facility shall undergo exterior aesthetic improvements, including new paint, revitalized plantings, and security enhancements, but shall not be expanded from its current size or site. It will not require any utility upgrades. The facility shall undergo an interior remodel to enhance security, sanitize the space, meet all regulatory requirements, and to present itself as a world-class cannabis environment. The facility consists of approximately 2000 Square Feet of canopy.

Witch City Gardens, LLC	
Title: Access Control Procedures	Version: Draft 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 3-8-2023

1.0 PURPOSE

To provide Witch City Gardens, LLC (WCG) guidelines and procedures for controlling personnel access to company facilities.

2.0 SCOPE

The procedures outlined in this document are applicable to all WCG employees, contractors, vendors, visitors and customers.

3.0 BACKGROUND

- 3.1 M.G.L.A. c. 94G, § 12 General Marijuana Establishment Operation and 935 CMR 500.000 Adult Use of Marijuana establish the legal requirement that no one under the age 21 years old be allowed access to any facility in which marijuana plants are cultivated or processed, or any facility in which marijuana or marijuana infused products are stored or sold.
- 3.2 The law also provides that (with the exception of with the exception of business partners, approved contractors\vendors, regulatory inspectors and emergency services personnel responding to actual emergency conditions at the facility) visitors are not permitted at any facility in which marijuana plants are cultivated or processed, or any facility in which marijuana or marijuana infused products are stored or sold.
- 3.3 All visitors must be signed in, issued a temporary badge, and escorted by an authorized WCG employee or onsite contractor all times while within WCG facilities.

4.0 RESPONSIBILITIES

- 4.1 WCG Management shall:
 - a. Ensure that all employees are a least 21 years of age prior to their employment with the company.

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- b. Include language in the service agreement with all approved contractor\vendor companies that states "No [contractor\vendor company name] employee under the age of 21 years old will be allowed to work or perform services at any WCG facility."
- c. Ensure all employees and onsite contractors are trained in the access control procedures for WCG company facilities.

4.2 Employees and onsite contractors shall:

- a. Follow WCG personnel access control procedures and ensure no one under the age of 21 years old is allowed access to any WCG facility.
- b. Not allow any non-business-related visitor(s) access to any WCG facility.
- c. Check the approved government issued photo identification of every customer, contractor\vendor, or visitor before allowing them access to any WCG facility.
 - i. ID must be current and not expired.
 - ii. Photo on the ID must match the person presenting it.
 - iii. Any ID that appears to have been altered may not be accepted as proof of identification.
 - iv. Acceptable forms of identification include:
 - State issued driver license
 - State issued identification card
 - Passport or passport card
 - Military or Department of Defense identification card
- d. Ensure that non-onsite contractors and visitors are signed in and escorted at all times while within WCG facilities.

4.3 Contractor\vendor company management shall:

- a. Not assign or dispatch any of their employees who are under the age of 21 years old to perform work or services at any WCG facility.

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5.0 PROCEDURES

5.1 Employee\Onsite Contractor Access

- a. All employees and contractors must present their company issued access card\ID badge at a card reader controlled door prior to entering the facility or any card reader controlled door within the facility.
- b. Where a dual authentication measures are employed, the person shall also enter their unique PIN number on the card reader PIN pad.
- c. Tailgating – the following of another person into a facility or access controlled area without scanning your access card – is strictly prohibited. All persons must wait for the card reader to reset and then present their access card (and enter PIN, if appropriate) before proceeding through the door.
- d. Employees and onsite contractors shall not lend their access card to or share their PIN number with any other person for the purpose of allowing that person to gain access to any WCG facility or internal controlled area door.
- e. Employees and onsite contractors shall wear their company issued ID badge in a clearly visible location on their outermost garment at all times while within WCG facilities.
- f. Employees and contractors shall immediately report any lost or stolen company issued access card\ID badge to WCG management.

5.2 Contractor and Vendors

- a. Contractors and vendors are considered visitors for access control purposes.

5.3 Regulatory Inspectors

- a. Regulatory inspectors are considered visitors for access control purposes.

5.4 Law Enforcement and Fire Department Personnel

- a. With the exception of law enforcement and fire department personnel responding to actual emergency conditions at the facility, police and firefighters are considered visitors for access control purposes.

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5.5 Visitor Access Control

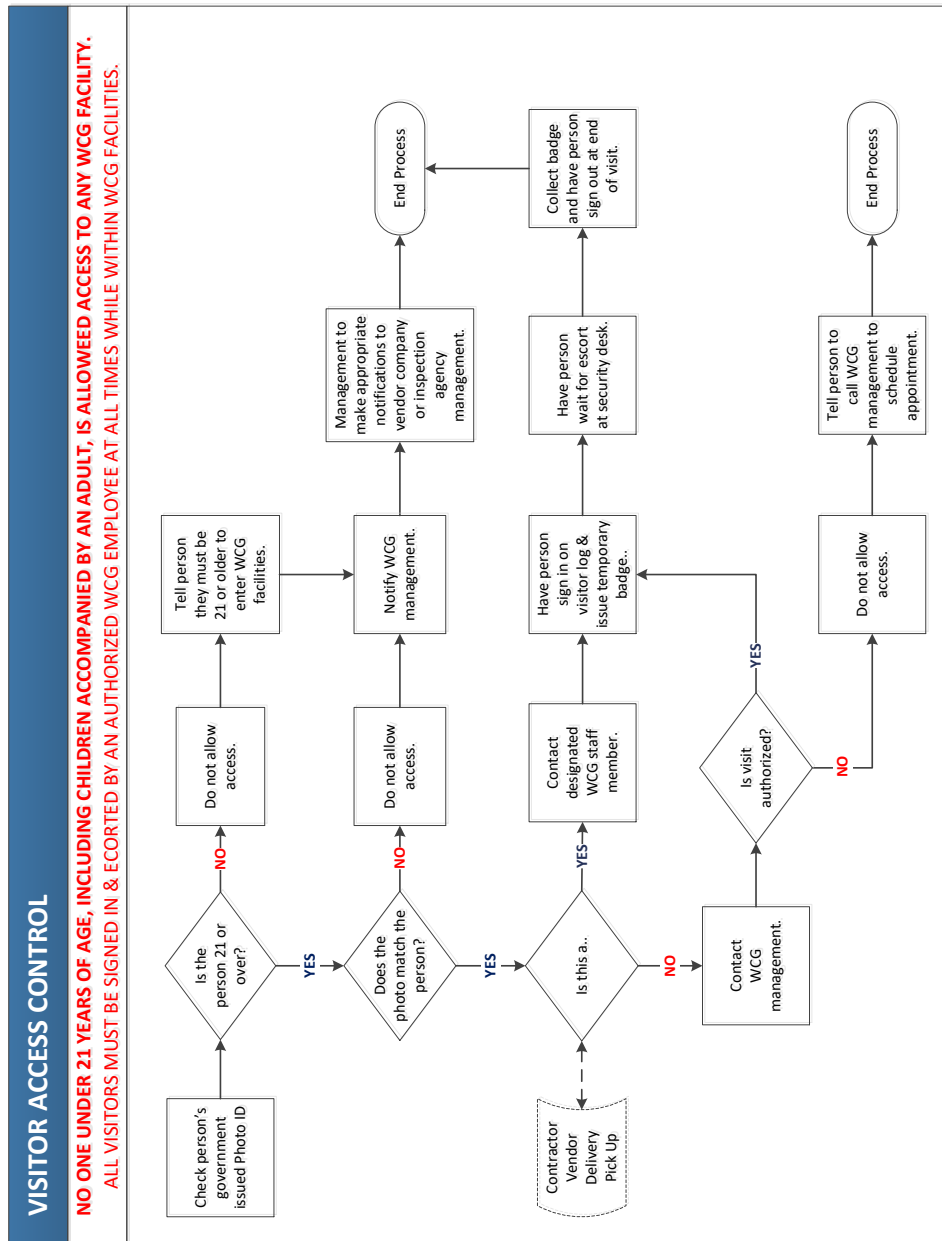
- a. Refer to Annex B – Visitor Access Control for process steps.
- b. All visitors must be signed in and escorted at all times while within WCG facilities.
- c. A full size copy of the process flowchart shall be posted at the main entrance door.

5.6 Exceptions

- a. These procedures do not apply to emergency services (police, firefighters and ambulance\emergency medical services) personnel responding to actual emergency conditions at the facility.

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ANNEX B – VISITOR ACCESS CONTROL



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ANNEX C – VISITOR SIGN-IN SHEET

Visitor Sign-In Sheet						
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	
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Date	Name (First, Last)	Company\Affiliation	Purpose	Time In	Time Out	

Witch City Gardens, LLC	
Title: Training SOP	Version: Draft 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 3-8-23

1.0 PURPOSE

To provide minimum training guidelines for Witch City Gardens, LLC (WCG) employees and onsite contractors working at WCG facilities.

2.0 SCOPE

The procedures outlined in this document are applicable to all WCG employees and onsite contractors.

3.0 REFERENCES

- 3.1 M.G.L.A. c. 94G, § 12 General Marijuana Establishment Operation and 935 CMR 500.000 Adult Use of Marijuana
- 3.2 WCG policies, procedures and standards

4.0 RESPONSIBILITIES

- 4.1 WCG Management shall:
 - a. Ensure all employees and onsite contractors complete the MA Cannabis Control Commission (CCC) Responsible Vendor Training Program certification within 90-days of employment.
 - b. Ensure all employees and onsite contractors assigned to work at WCG facilities are trained in accordance with this SOP.
 - c. Ensure all training conducted is documented in accordance with this SOP.
- 4.2 Employees and onsite contractors shall complete all assigned training within the timeframes designated by WCG management.

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5.0 TRAINING REQUIREMENTS

5.1 New Hire Orientation (NHO) Training

- a. NHO training is designed to provide the employee/onsite contractor with information on WCG’s business operations model, regulatory requirements on the business, Human Resources practices, security protocols and emergency procedures.
- b. NHO training may be accomplished through a combination of management lead presentations and policy/procedure review.
- c. All new hire employees and onsite contractors are required to complete NHO training prior to advancing to position specific training or on-the-job training.

5.1.1 Regulatory Training

- d. Completion of MA CCC Responsible Vendor initial training requirements (935 CMR 500.105(2)) within 90-days of employment;
- e. Regulatory inspections by state and local licensing and enforcement authorities;
- f. Inventory control and product tracking requirements;
- g. Diversion prevention and prevention of sales to minors;
- h. Acceptable forms of identification;
- i. Signs of marijuana impairment;
- j. Local and state licensing and enforcement;
- k. Incidents and notification requirements;
- l. Administrative and criminal liability;
- m. License sanctions and court sanctions;
- n. Waste disposal;
- o. Health and safety standards;
- p. Patrons prohibited from bringing marijuana onto licensed premises;
- q. Permitted hours of sale;
- r. Conduct of establishment;
- s. Licensee responsibilities for activities occurring within licensed premises;

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- t. Maintenance of records;
- u. Customer privacy; and
- v. Prohibited purchases and practices.

5.1.2 Human Resources Training

- a. Code of Conduct
- b. Acceptable business attire policy
- c. Anti-harassment policy
- d. Anti-discrimination policy
- e. Investigations Policy
- f. Time and attendance policy
- g. Disciplinary action policy
- h. Employee grievance policy
- i. Workplace violence policy

5.1.3 Security Training

- a. Two-person rule
- b. Access card issue, use and control
- c. Key control procedures
- d. Visitor access control
- e. Customer access control
- f. Facility opening and closing procedures
- g. Suspicious activities and persons
- h. Incident Reporting

5.1.4 Emergency Procedures Training

- a. Fire
- b. Fire alarms
- c. Medical emergency
- d. Hazardous material spill/leak
- e. Power outage/surge

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- f. Bomb Threats
- g. Threats
- h. Suspicious activities and persons
- i. Suspicious packages/items
- j. Active shooter

5.2 Position Specific Training

- a. Position specific training is designed to provide the employee/onsite contractor with the required knowledge and skills to perform the tasks related to their job/position assignment.
- b. Position specific training will be conducted in a performance oriented OJT format that will require the trainee to demonstrate task proficiency through performance of the task.

Summary of Personnel Policies

Witch City Gardens, LLC

2 Bridge Street
Salem, MA 01970

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1.0 PURPOSE

To provide summary information on WCG Personnel Policies.

2.0 REFERENCES

- 2.1 201 CMR 17.00: Standards for the Protection of Personal Information of MA Residents
- 2.2 803 CMR 2.00: Criminal Offender Record Information (CORI)
- 2.3 935 CMR 500.030: Registration of Marijuana Establishment Agents830 CMR 62C.25.1: Record Retention
- 2.4 935 CMR 500.031: Denial of a Marijuana Establishment Agent Registration Card
- 2.5 935 CMR 500.032: Revocation of a Marijuana Establishment Agent Registration Card
- 2.6 935 CMR 500.105: General Operational Requirements for Marijuana Establishments
- 2.7 935 CMR 500.800: Background Check Suitability Standard for Licensure and Registration
- 2.8 935 CMR 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent
- 2.9 29 CFR 1910.18: Emergency Action Plans

3.0 EMPLOYMENT AT WILL

- 3.1 Employment at Witch City Gardens, LLC (WCG) is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the CEO of the company.
- 3.2 Either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

4.0 EMPLOYMENT REQUIREMENTS

- 4.1 All employees shall be a minimum of 21 years of age on their first day of employment.
- 4.2 All prospective employees must successfully pass all pre-employment screening, which includes:
- a) Verification of authorization to work in the United States (E-Verify)
 - b) Employment references
 - c) Education verification
 - d) Criminal background check (Section 5, Criminal Background Checks and Information, below)
 - e) Suspension or revocation CCC Agent registration/license
 - f) Motor vehicle record (company vehicle drivers; no moving violations or driver license suspensions in previous 5 years)
- 4.3 Anyone who fails to successfully pass the aforementioned employment requirements may be denied employment with WCG.

5.0 CRIMINAL BACKGROUND CHECKS AND INFORMATION

- 5.1 A criminal background check in accordance with 803 CMR 2.00: Criminal Offender Record Information (CORI) shall be performed on prospective employees to determine their suitability for employment prior to an employment offer being made.
- 5.2 Offenses that shall preclude employment include:
- a) Any outstanding or unresolved criminal proceeding, the disposition of which may result in a felony conviction under the laws of the Commonwealth or other Jurisdictions, but excluding any criminal proceeding based solely on a Marijuana-related offense or a violation of M.G.L. c. 94C, § 32E(a) or § 34.
 - b) Open Professional or Occupational License Cases.
 - c) An outstanding or unresolved violation of the regulations as included in 935 CMR 500.000 or a similar statute or regulations of an Other Jurisdiction, which has either (a) remained unresolved for a period of six months or more;

or (b) the nature of which would result in a determination of unsuitability for registration.

- d) Submission of information in connection with an agent application, waiver request or other Commission action that is deceptive, misleading, false or fraudulent, or that tends to deceive or create a misleading impression, whether directly, or by omission or ambiguity; or making statements during or in connection with a Commission inspection or investigation that are deceptive, misleading, false or fraudulent, or that tend to deceive or create a misleading impression, whether directly, or by omission or ambiguity.
- e) Felony conviction for a "sex offense" as defined in M.G.L. c. 6, § 178C and M.G. L. c. 127, § 133E or like offenses in Other Jurisdictions.
- f) For trafficking crimes under M.G.L. c. 94C, § 32E, or like crimes in Other Jurisdictions, except convictions for solely Marijuana-related crimes under M.G.L. c. 94C, § 32E (a), or like crimes in Other Jurisdictions.
- g) Conviction or Continuance without a Finding (CWOFF) for Any Distribution of a Controlled Substance to a Minor.
- h) Failure to Register as a Sex Offender in Any Jurisdiction.
- i) Crimes of Domestic Violence Including, but not limited to Limited to, violation of an abuse prevention restraining order under M.G.L. c. 209A; and violation of a harassment prevention order under M.G.L. c. 258E (preceding 5 years).
- j) Crimes of violence against a person or crimes of dishonesty or fraud, "violent crime" to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E (preceding 5 years).
- k) Felony Convictions in Massachusetts or Other Jurisdictions for Crimes of Violence Against a Person or Crimes of Dishonesty or Fraud, "Violent Crime" to be Defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E.
- l) For delivery vehicle operators, two offenses of operating under the influence within a ten-year period; or three or more offenses within any period of time.
- m) All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation.

- n) Unless otherwise indicated, the limitations on the lookback period are indefinite.
- 5.3 Any prospective employee who does not pass the criminal background check shall not be given an offer of employment.
- 5.4 WCG shall conduct a criminal background check on all employees at a minimum of every two years. Any offenses identified in paragraph 5.2 above shall be grounds for immediate termination of employment.
- 5.5 If WCG management becomes aware of an employee committing any offense identified in paragraph 5.2 above during anytime of their employment, the employee shall be subject to immediate termination.
- 5.6 WCG management shall notify the CCC in writing within 10 days of any employee agent charge or conviction of an offense that would result in a presumptive negative suitability determination or mandatory disqualification under 935 CMR 500.801.

6.0 DRUG AND ALCOHOL FREE WORKPLACE

- 6.1 WCG shall maintain a drug-free and alcohol-free work environment that is safe and productive for employees and others having business with the company.
- 6.2 The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug while performing services for the company is strictly prohibited.
- 6.3 The misuse of legal drugs (prescription medication) while on company premises or while performing services for the company is prohibited.
- 6.4 Reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours is prohibited.
- 6.5 The consumption of marijuana products, including smoking marijuana flowers/buds or consuming edible marijuana infused products on the premises is prohibited.
- 6.6 Substance abuse testing may be conducted:

- a) Upon reasonable suspicion that an employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance;
- b) In conjunction with or after any safety related incident resulting in personal injury; or
- c) After a vehicle accident involving a company vehicle.

7.0 WORKPLACE VIOLENCE PREVENTION

- 7.1 WCG is committed to providing a safe, violence-free workplace for all employees, contractors, and customers. To this extent, WCG has a no tolerance policy for all forms of workplace violence.
- 7.2 Harassment, threats, threatening language, any other acts of aggression or violence made toward anyone in the workplace will not be tolerated.
- 7.3 A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purpose of intimidation.
- 7.4 All threats will be promptly investigated by WCG management.
- 7.5 No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

8.0 PROHIBITION OF WEAPONS IN THE WORKPLACE

- 8.1 The possession of weapons on company property, including within buildings, parking lots or company vehicles is prohibited.
- 8.2 Employees may not carry a weapon of any type while on duty.
- 8.3 Prohibited weapons include, but are not limited to:
 - a) Handguns
 - b) Rifles and shotguns
 - c) Knives designed to be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks).

- d) Martial arts paraphernalia
- e) Stun guns or Tasers

8.4 Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

9.0 SMOKE FREE WORKPLACE

9.1 It is prohibited to smoke tobacco products or e-cigarettes (et al) within any WCG building or company vehicle.

9.2 Smoking shall only be permitted in designated outdoor smoking areas that are not less than 25 feet from a building entrance.

9.3 Expended tobacco products shall be extinguished and disposed of in the tobacco ash receptacles in the designated smoking areas.

10.0 WORKPLACE SAFETY

10.1 WCG has developed comprehensive policies and procedures that provide for a safe and secure workplace that is compliant with all CCC, Occupational Health and Safety Administration (OSHA), State, and City of Salem workplace safety and security guidelines. These guidelines include, but are not limited to:

- a) Emergency Action Plans in accordance with OSHA standards.
- b) Hazardous material (Hazmat) storage and handling procedures, including Hazmat spill/leak response procedures.
- c) Fire protection and response procedures.
- d) Food safety and contamination prevention procedures.
- e) Security measures in compliance with 935 CMR 500.110.
- f) Employee security policies, including personal safety and crime prevention techniques.

10.2 All employees shall receive training on the company's safety and security policies and procedures as part of their new hire orientation training; with job specific training provided in accordance with an employee/agent's position duties and responsibilities.

- 10.3 Employees are required to report actual or suspected safety and security policy/procedure violations or concerns to their WCG manager.
- 10.4 Any willful unsafe acts on the part of any employee shall result in disciplinary action, up to and including termination of employment.

11.0 AGENT TRAINING

- 11.1 All employees shall receive a minimum of 8 – 16 hours of on-the-job training (OJT) before working in their assigned position.
- 11.2 OJT shall be tailored to the roles and responsibilities of the job function of each employee.
- 11.3 WCG agents responsible for the cultivation, and/or sale of marijuana or marijuana infused products shall complete Responsible Vendor Training Program under 935 CMR 500.105(2)(b) within 90 days of employment.
- 11.4 After initial successful completion of a Responsible Vendor Training Program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".
- 11.5 Agents responsible for tracking and entering product into the Seed-to-Sale SOR must receive training in a form and manner determined by the Commission.
- 11.6 At a minimum, staff shall receive eight hours of ongoing training annually.

12.0 POLICY AND PROCEDURE COMPLIANCE

- 12.1 All employees are expected to comply with all company policies and procedure as they pertain to general business operations, safety, security, and their specific job duties and responsibilities.
- 12.2 Employees who violate company policy or procedures shall be subject to disciplinary actions, up to and including termination of employment and loss of their CCC Agent registration.

12.3 All employees are encouraged to recommend changes to WCG management on policy and procedure that may help to improve the business process, workplace safety and security, and/or regulatory compliance.

13.0 PERFORMANCE REVIEWS

13.1 Employees shall receive annual performance reviews from their immediate supervisor or designated WCG manager. The performance review shall grade the employee on:

- a) Job knowledge
- b) Productivity
- c) Decision making
- d) Teamwork
- e) Independent action
- f) Customer service
- g) Compliance with company policies and procedures
- h) Attendance

13.2 Employees receiving positive ratings on the performance review shall be eligible for a pay increase.

13.3 Employees who receive a non-positive review in 2 or more areas may be issued a performance improvement plan (PIP) to help them with improvement in those areas.

13.4 Any employee who is not satisfied with their annual performance review may request additional review by the next high manager in their chain of command.

14.0 DISCIPLINARY ACTIONS

14.1 All employees are expected to comply with WCG's standards of behavior and performance and to correct any noncompliance with these standards.

14.2 The company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. These steps include:

- a) Verbal counseling
- b) Written counseling
- c) Written warning
- d) Personal improvement plan (PIP)
- e) Suspension
- f) Termination of employment

14.3 All disciplinary actions shall be documented on the company's disciplinary action form. PIP's shall be in the form of a written document/memorandum to the employee outlining specific actions to be taken to improve performance, and consequences for failure to improve.

15.0 TERMINATIONS

15.1 Employees and agents may be involuntarily terminated for:

- a) Diversion of marijuana, which shall be reported to law enforcement officials and to the Commission.
- b) Engaging in practices that violate WCG business practices and compliance with regulatory requirements, which, shall be reported to the CCC.
- c) Being 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 any Other Jurisdiction; or other offense as outlined in paragraph 5.2 above.
- d) Failure to pass Responsible Vendor Training (agents).
- e) Refusal to submit to random substance abuse testing.
- f) Engaging in in willful unsafe conduct in the workplace.
- g) False statements on an employment or agent registration application.

15.2 All registered agent terminations, whether voluntary or involuntary, shall be reported to the CCC within one day of the agent's termination.

15.3 Wherever possible, registered agent identification cards will be collected by WCG management at the time of the agent's termination and returned to the CCC.

16.0 CONFIDENTIALITY

- 16.1 All WCG personnel records are considered confidential, and the information contained therein shall only be accessible to WCG management representatives on a need to know basis for personnel matters.
- 16.2 It is a violation of 201 CMR 17.00: Standards for the Protection of Personal Information of MA Residents to share personally identifiable information (PII).
- 16.3 Personally identifiable information is defined as “a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident”
- a) Social Security number;
 - b) Driver's license number or state-issued identification card number; or
 - c) Financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;
 - d) Provided, however, that “Personal information” shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.
 - e) This includes any employee, contraction, or customer PII stored in written or digital (computer) data format.
- 16.4 WCG shall take all reasonable measures outlined in 201 CMR 17.03: Duty to Protect and Standards for Protecting Personal Information to protect and prevent the unauthorized release or disclosure of PII.
- 16.5 Employees shall not release PII to anyone. Except that WCG management may release such PII in support of investigations by law enforcement agencies and CCC.
- 16.6 Any intentional or accidental release of PII in violation of 201 CMR 17.03 shall be reported within 24 hours to the CCC, MA Office of Consumer Affairs, and the person whose information was released.
- 16.7 Any employee or contractor who releases PII in violation of 201 CMR 17.03 shall be subject to disciplinary actions, up to and including termination of employment.

17.0 RECORDS MANAGEMENT

- 17.1 Personnel and training records shall be retained in a locked cabinet in the management office.
- 17.2 At a minimum, all personnel records, including but not limited to, applications, background checks, verifications, annual reviews, and disciplinary actions shall be maintained for a minimum of seven years.
- 17.3 At a minimum, all training records, including Responsible Vendor Training, OJT, and ongoing annual training shall be maintained for four years.
- 17.4 In the event an employee is the subject of an ongoing CCC or criminal investigation that extends past the aforementioned record retention guidelines, the employee's records shall be retained for a minimum one year after completion of the investigation.

Witch City Gardens, LLC	
Title: Quality Control and Testing	Version: Draft 2.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 8-8-2023

1.0 PURPOSE

To provide clear and concise guidelines for Quality Control and Testing of marijuana that are in compliance with the current Adult-Use Marijuana regulations set forth by the State of Massachusetts.

2.0 SCOPE

The procedures outlined in this document are applicable to all WCG employees who are involved with the Quality Control and Testing of marijuana.

3.0 REFERENCES

- 1. 935CMR 500.160 Testing of Marijuana and Marijuana Products

4.0 GENERAL REQUIREMENTS

- 1. No Marijuana Product, including Marijuana, may be sold or marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935CMR 500
- 2. Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides.
- 3. Test results shall be maintained for no less than one year. Testing results shall be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.
- 4. The sale of seeds is not subject to these testing provisions.
- 5. Clones are subject to these testing provisions, but are exempt from testing for metals.
- 6. Only the leaves and flowers of the female marijuana plant will be processed in a safe and sanitary manner as prescribed below:
 - a. Well cured and generally free of seeds and stems;
 - b. Free of dirt, sand, debris, and other foreign matter;
 - c. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - d. Prepared and handled on food-grade stainless steel tables; and

Witch City Gardens, LLC	
Title: Quality Control and Testing	Version: Draft 2.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 8-8-2023

- e. Packaged in a secure area.
- 7. Hand washing facilities shall be located in production areas where good sanitary practices require employees to wash and sanitize their hands.
- 8. There shall be sufficient space for placement of equipment and storage of materials as necessary for the maintenance of sanitary operations.
- 9. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 10. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 11. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 12. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 13. Water supply shall be sufficient for necessary operations.
- 14. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 15. WCG shall provide employees with adequate, readily accessible toilet facilities.
- 16. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

5.0 CONTROLS

- 1. WCG shall have all cultivation batches tested by an independent testing laboratory prior to making any product available for sale.
- 2. Test results will remain on file in the main office for a minimum of one year.
- 3. WCG will utilize CDX Analytics (ISO/IEC 17025:2005 Accredited Laboratory) for required testing.
- 4. Nutrients will be examined for content and potential contaminants.
- 5. Soils and growing medias will be examined for content and potential contaminants.
- 6. Filtered water will be used to prevent contamination.
- 7. All agents whose job includes contact with marijuana is subject to the requirements for food handlers.
- 8. All workers will adhere to a system of personal hygiene and sanitary practices;
 - a. Walk through a water/chlorine mix to kill shoe borne contaminants
 - b. Wear disposable/laundry approved outerwear upon entering the facility

Witch City Gardens, LLC	
Title: Quality Control and Testing	Version: Draft 2.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 8-8-2023

- c. Wear gloves while handling plants, and change gloves to prevent contamination;
- d. Maintain adequate personal cleanliness;
- e. Wash hands appropriately.

6.0 TEST RESULTS

1. Negative results

- a. Failed product will be quarantined in a self-contained and additionally locked box within the vault, with ‘DO NOT USE’ orange label attached to the outside of the storage container.
- b. Failed testing results will be communicated to the COO, Cultivation Director, and manager on duty immediately upon receiving the results.
- c. Failed product will undergo analysis to determine if a remediation process can allow the product to continue through processing, or if it must be destroyed.
- d. An investigation into the source of contamination will be conducted by the Cultivation Director and a report of the investigation will be submitted to the CCC, along with information on remediation, or plan for destruction within 72 hours of first notification.
- e. CPI review to SOPs and/or additional Critical Control Points will be conducted immediately to prevent a possible repeat contamination environment.

2. Pass results

- a. Results will be filed in the main office.
- b. Product will be removed from the quarantine area of the vault, and placed in the line for production
- c. Testing results will be maintained on file in the main office for a minimum of 12 months.

Witch City Gardens, LLC	
Title: Energy Efficiency and Conservation Procedures	Version: Draft 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 9-2-2023

1.0 Purpose

To provide summary information on Witch City Gardens, LLC (WCG) energy efficiency and conservation best practices and procedures.

2.0 References

- 2.1 935 CMR 500.105: General Operational Requirements for Marijuana Establishments
- 2.2 935 CMR 500.120: Additional Operating Requirements for Marijuana Cultivation

3.0 General

3.1 The WCG marijuana cultivation facility is a Tier I cultivation facility with 2,200 square feet of canopy space. There are no plans to increase WCG’s marijuana cultivation operation beyond this limit. 935 CMR 500.120

4.0 Facility Design

- 4.1 WCG has designed the marijuana cultivation facility to satisfy minimum energy efficiency and equipment standards established by the MA-CCC and meet all applicable environmental laws, regulations, permits and other applicable approvals, under 935 CMR 500.103(2).
- 4.2 WCG shall adopt and use additional best management practices as determined by the MA-CCC to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts; and shall provide energy and water usage reporting to the MA-CCC in a form determined by the commission.
- 4.3 Unless otherwise determined by the MA-CCC, the Lighting Power Densities (LPD) for the WCG Tier I cultivation space is designed not to exceed an average of 50 watts per gross square foot. 935 CMR 500.120(11)
- 4.4 All horticultural lighting used in the facility is listed on the current Design Lights Consortium Solid-state Horticultural QPL, or other similar list approved by the MA CCC as of the date of license application, and lighting PPE is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest .1 micromolecule per joule. 935 CMR 500.120(11)

Witch City Gardens, LLC	
Title: Energy Efficiency and Conservation Procedures	Version: Draft 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 9-2-2023

3.0 Energy Use Reduction Opportunities

- 3.1 Optimize lighting. Use of two flower rooms that operate on opposite lighting schedules ensure that lighting systems are optimized for energy efficiency. This staggered lighting schedule ensures both rooms are never lit simultaneously, thus reducing the peak energy load.
- 3.2 Utilize efficient HVAC system. WCG has a brand-new HVAC system, which offers better energy efficiency than older models. Regular maintenance checks will ensure it remains at optimal performance.

4.0 Renewable Energy Generation Opportunities

The property has space for solar panel installations. Though currently not pursued due to budget constraints, in the long run solar panels will be a sustainable energy solution and provide potential cost savings.

5.0 Strategies to Reduce Electric Demand

- 5.1 Staggered lighting in flower rooms. The two flower rooms will have lights on opposite schedules, ensuring both are not on simultaneously, thus reducing overall electric demand.
- 5.2 Active load management. WCG will invest in energy monitoring systems that monitor the energy consumption of all devices and machinery in real-time, enabling timely interventions.
- 5.3 Energy storage. WCG shall consider future energy storage solutions, like batteries, to store excess energy and use it during peak demand times.

6.0 Implementation Plan

- 6.1 0-6 months from operational: Conduct an energy audit to assess the facility’s current energy usage and identify potential areas for savings. Engage with local energy efficiency programs and take advantage of any immediate opportunities or rebates.
- 6.2 6-12 months: Based on audit findings, implement suggested changes that align with budget. Begin planning for solar panel installation.
- 6.3 1 year onwards: Re-assess energy consumption and savings from implemented strategies. Proceed with solar panel installations.

Witch City Gardens, LLC	
Title: Recordkeeping SOP	Version: 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 9-25-2023

1.0 PURPOSE

To establish WCG guidelines for recordkeeping operations that are compliant with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts

2.0 SCOPE

The procedures outlined in this document are applicable to all WCG employees and contractors.

3.0 REFERENCES

- 3.1 G.L.A. c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Recognized
- 3.2 935 CMR 500.000, Adult Use of Marijuana
- 3.3 WCG Facility Security Plan

4.0 RESPONSIBILITIES

4.1 Managers:

- a. Ensure employees/contractors follow the recordkeeping guidelines of this SOP.
- b. Check file cabinets/safes at the end of each business day to ensure they are properly locked/secured.
- c. Conduct periodic checks of file cabinets(s) and vault(s) to ensure their locking mechanisms are functioning properly as designed.
- d. Report deviations of this SOP to the management team.

4.2 Employees/Contractors:

- a. Ensure records and documents are stored in accordance with this SOP.
- b. Ensure documents are placed in/returned to the designated location.

Witch City Gardens, LLC	
Title: Recordkeeping SOP	Version: 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 9-25-2023

5.0 POLICY

5.1 WCG will maintain and track all records in a secure manner, but accessible to CCC upon request.

- a. Operating procedures including security measures, employee security policies, storage of marijuana, recordkeeping, and inventory protocols, plans for staffing and quality control, emergency procedures, drug-free workplace policies, patient education description, pricing standards and procedures, as required by 935 CMR 500.105(1)
- b. Inventory records as required by 935 CMR 500.105(1)(g)
- c. Seed-to-sale tracking records for all marijuana and MIPs as required in 935 CMR 500.101(9)(c)
- d. Personnel records that include job descriptions, a personnel record for each dispensary agent that includes a copy of the dispensary agent application submitted to CCC, performance evaluations, documentation of all required training and verification of reference, a staffing plan, personnel policies and procedures, and all CORI reports obtained in accordance with 935 CMR 500.101(9)(d)
- e. Business records including assets and liabilities, monetary transactions, books of account, sales records, and salary and wage information as required by 935 CMR 500.105(9)(e)
- f. Waste disposal and quarantine records will be kept for at least three years, as required by 935 CMR 500.105(12)

5.2 All systems accessed by Marijuana Establishment agents will be password protected. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Marijuana Establishment Manager and Executive Management Team. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

5.3 Records shall be maintained in accordance with generally accepted accounting principles.

Witch City Gardens, LLC	
Title: Financial Records Management	Version: 1.0
Location: 2 Bridge Street, Salem, MA 01970	Effective Date: 9-26-2023

1.0 PURPOSE

To provide information on Witch City Gardens, LLC (WCG) Financial Records Management Plan guidelines.

2.0 SCOPE

The procedures outlined in this document are applicable to all WCG employees.

3.0 REFERENCES

- 3.1 830 CMR 62C.25.1: Record Retention
- 3.2 DOR Directive 16-1: Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems

4.0 REQUIREMENTS

4.1 General Ledger

- 4.1.1 WCG shall maintain all financial management records in accordance with MA Cannabis Control Commission (CCC) and Department of Revenue (DOR) regulatory guidelines.
- 4.1.2 WCG shall reserve and maintain permanent books or account records, sufficiently accurate and complete to establish the amount of gross income, deductions, credits or other matters required to be shown by the company in any return of such tax or information in sufficient detail to support tax filings, and any claim for credit, refund, or abatement.
- 4.1.3 WCG shall maintain the following records;
 - a) a cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions; monetary transactions; sales records

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b) memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information;

c) a ledger to which totals from the journal, and other records have been periodically posted. The ledger must clearly classify assets and liabilities, the individual accounts receivable and payable to the capital account; books of accounts; and

d) salary and wages paid to each employee.

4.1.4 The retained records should contain such information as vendor/purchaser name, invoice date, product description, quantity purchased, price, amount of tax, indication of tax status, shipping details, etc.

4.1.5 Required records shall be easily locatable, organized, and in such form as to enable the DOR to ascertain whether liability for tax is incurred; and if so, the amount of liability.

4.1.6 All records shall be maintained in a limited access environment and shall be accessed only by authorized personnel for work-related reasons. The financial records shall be stored in a separate locked cabinet from any other such records.

4.1.7 A record shall be maintained of the individuals who have access to the financial records.

4.1.8 If any alteration to these records shall be made, both the original (which shall be marked 'altered') and the new document shall be placed in the original file, along with a narrative explaining the basis for change, and a certification of the change signed by a member of the management team.

4.1.9 All financial records shall be kept for a period of at least 3 years, and shall be made available to the CCC and DOR for inspection on request.

4.3 Income Tax Withholding

4.3.1 WCG shall maintain the following records for all exempt and non-exempt employees;

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- a) the name, address, occupation and social security number of each employee;
- b) the amount and date of all payments of wages, bonuses, stipends, benefits or item of value, and the period of services covered by such payments, and the amounts of tax withheld thereon;
- c) employees' requests to be withheld on the basis on cumulative wages;
- d) employees' withholding allowance certificated (forms M-4 and W-4);
- e) employer's copies of employees' wage and tax statements (form W-2); and
- f) copies of all withholding returns.

4.5.2 WCG shall maintain the following records, as applicable, for all board members, volunteers, and direct-hire exempt and non-exempt contract employees who are paid by WCG and not through a contracted company that provides personnel on a temporary or permanent basis;

- a) the name and address, occupation, and social security number of each person;
- b) the amount and date of all payments of wages, bonuses, stipends, benefits or items of value, and the period of services covered by such payments, and amount of tax withheld thereon;
- c) persons' requests to be withheld on the basis of cumulative wages;
- d) persons' withholding allowance certificated (forms M-4 and W-4);
- e) employer's copies of persons' wage and tax statements (form 1099); and
- f) copies of all withholding returns.



STARBIRD

SALEM CANNABIS MASS

Diversity Plan

Starbird

2 Bridge Street
Salem, MA 01970

1.0 PURPOSE

To provide guidelines on Starbird Diversity Plan to promote equality and equity in its workplace and business operations.

2.0 STATEMENT OF AFFIRMATION

2.1 Starbird 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; and

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

3.0 PLAN DEMOGRAPHICS

3.1 Minorities,

3.2 Women,

3.3 Veterans,

3.4 People with disabilities; and

3.5 People of non-normative gender identities and LGBTQ sexual orientations.

4.0 GOALS

4.1 Starbird will strive to achieve a workplace demographic that is comprised of:

- a. 10 - 15% persons with disabilities;
- b. 40% persons who are minorities;
- c. 40% veterans;
- d. 40% people of non-normative gender identities, and LGBTQ+; and
- e. 50% women.

4.2 Increase the number of individuals in the aforementioned demographics in supervisory and management level positions, to achieve a management demographic that is comprised of:

- a. 10 - 15% persons with disabilities;
- b. 40% persons who are minorities;
- c. 40% veterans;
- d. 40% people of non-normative gender identities, and LGBTQ+; and
- e. 50% women.

a.

5.0 PROGRAMS

a. Recruitment and Hiring Program

5.1.1 To promote equality within Starbird's recruitment and hiring program, the Company will target recruitment and hiring efforts to people identified in the plan demographics. To this extent, the Company will, in addition to posting job openings on its website and other media, provide job posting information to diverse organizations, including but not limited to:

- a. Disabled American Veterans - MA;
- b. Northeast Arc; and
- c. New England Diversity Council.
- d. In the event sufficient applicants are not received through the company's aforementioned hiring and recruitment program, Starbird will expand its recruitment efforts to other areas/organizations to increase the applicant pool to meet company's diversity plan goals.

5.1.2 During the hiring process, preference will be given to employment candidates falling into the aforementioned demographics, who possess the work experience/skills of the position(s) they are applying for, or demonstrate an ability to be trained for the position.

b. Ensuring Equity in Outcomes

To promote equity within the workplace and provide all employees with the tools necessary to achieve success and advance to supervisory and management level positions, Starbird will:

- a. Institute an employee review process focused on job skills and performance, with positive recommendations for improvement, where necessary;
- b. Provide regular coaching and counseling to employees who demonstrate leadership skills and/or express a desire to advance to supervisory or management level positions.
- c. Provide continuing training opportunities through paid attendance to conferences or career development workshops; with a goal of at least 2 of non-supervisory/management level employees in the aforementioned plan demographics attending these events annually.
- d. Where two (2) or more employees apply for a supervisory/management level position opening and they possess equal experience/skills/background for the position, preference will be given to the employee who falls into one of the aforementioned plan demographics.
- e. Provide unconscious bias training to all employees regarding inclusion in the workplace.

6.0 PLAN MEASUREMENTS

a. Recruitment and Hiring Program

- a. Conduct quarterly job posting reviews to ensure all open positions are posted with all organizations listed in paragraph 5.1.1 Recruitment and Hiring Program, above.
- b. Conduct quarterly workplace demographic reviews to determine the makeup of the workforce in percentages of minorities, women, veterans, people with disabilities, and people who are LGBTQ and/or identify as a non-normative gender identity; and identify areas for improvement (if necessary).
- c. Conduct quarterly reviews of applications -v- new hires to determine if persons falling into the aforementioned demographics were given hiring preference when all other experience/skills were equal among two (2) or more applicants; and identify areas for improvement (if necessary).
- d. Recruitment and hiring efforts will be rated individually as a percentage of the whole workforce. The scores will then be combined and divided by 2 to determine an overall score for the program. A score of 90% or greater in either area will mean that efforts were successful for that area. A combined score of 90% or higher will mean the recruitment and hiring program was successful.

b. Ensuring Equity in Outcomes

- a. Conduct annual reviews of the employee performance review process to ensure all employees were given their annual performance review in a timely manner. Percentage rating on how many employees received timely reviews. A rating of 90% is considered successful.
- b. Conduct annual anonymous employee surveys to determine if employees feel welcome in the workplace and that they feel management has provided them with the coaching, counseling and the tools necessary to be successful. Percentage rating. If 80% of employees feel welcome and that they have been presented with the tools to become successful, the area will be considered successful.
- c. Review annual employee paid attendance at training workshops and/or conferences. A minimum of two (2) non-management level employees in the aforementioned demographics should attend paid trainings per year. Measures in actual attendance numbers.
- d. Review internal promotions to determine how many employees applied for a supervisory/management level position opening and how many in the aforementioned plan demographics were promoted to supervisory/management level positions. Percentage rating based on number of supervisory positions -v- number of employees in the aforementioned plan demographics who were promoted to these positions. The program will be considered successful if 50% of promotions are people who fall within the plan demographics.

c. Reporting

- a. Starbird will conduct quarterly reviews of its Diversity Plan to monitor plan success and identify areas for improvement, where necessary.
- b. Starbird will prepare an annual metrics report providing detailed graphic information on its programs and measurements, and program improvement efforts (as necessary).
- c. Starbird shall submit its Diversity Plan metrics to the Commission with its annual licensure renewal application, and each year thereafter.