



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281521
Original Issued Date: 05/08/2020
Issued Date: 05/08/2020
Expiration Date: 05/08/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Grow Team Gardens LLC

Phone Number: 978-996-8706 Email Address: dan@growteamgardens.com

Business Address 1: 705 Dutton St

Business Address 2:

Business City: Lowell

Business State: MA

Business Zip Code: 01854

Mailing Address 1: 50 sicard ave

Mailing Address 2:

Mailing City: dracut

Mailing State: MA

Mailing Zip Code: 01826

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role: Manager

First Name: Daniel

Last Name: Landry

Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 16 Percentage Of Control: 16

Role: Owner / Partner Other Role:

First Name: Andrew Last Name: Graham Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 16 Percentage Of Control: 16

Role: Owner / Partner Other Role:

First Name: Lauren Last Name: Ecklund-Malonis Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 16 Percentage Of Control: 16

Role: Owner / Partner Other Role:

First Name: Arthur Last Name: Notini Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Andrew Last Name: Graham Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$200000 Percentage of Initial Capital: 30

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Lauren Last Name: Ecklund-Malonis Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$200000 Percentage of Initial Capital: 30

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Arthur Last Name: Notini Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$200000 Percentage of Initial Capital: 30
Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Daniel Last Name: Landry Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$67900 Percentage of Initial Capital: 10
Capital Attestation: Yes

Individual Contributing Capital 5

First Name: Lauren Last Name: Walsh Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$1 Percentage of Initial Capital:
Capital Attestation: Yes

Individual Contributing Capital 6

First Name: George Last Name: Malonis Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$1 Percentage of Initial Capital:
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and
Manufacturing

Establishment Address 1: 705 dutton st

Establishment Address 2:

Establishment City: Lowell

Establishment Zip Code: 01854

Approximate square footage of the Establishment: 14000 How many abutters does this property have?: 4

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	plan to remain compliant pdf.pdf	pdf	5d0bd780fe6a8617e209001d	06/20/2019
Certification of Host Community Agreement	HCA(new).pdf	pdf	5da0cd9d4e842f1b123bd117	10/11/2019
Community Outreach Meeting Documentation	Community outreach Att Form.pdf	pdf	5db9f36773225f2fcd766d7e	10/30/2019

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

PLAN FOR POSITIVE IMPACT

Date generated: 12/03/2020

Page: 3 of 6

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	plans for positive impact 4.0.pdf	pdf	5e46d876d43df3043d4b962c	02/14/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Manager
First Name: Daniel Last Name: Landry Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

Role: Owner / Partner Other Role:
First Name: Lauren Last Name: Ecklund-Malonis Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Other (specify) Other Role: Spouse of Daniel Landry
First Name: Lauren Last Name: Walsh Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Other (specify) Other Role: Spouse of Lauren Ecklund-Malonis
First Name: George Last Name: Malonis Suffix:
RMD Association: Not associated with an RMD
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	Grow Team Gardens, LLC- Operating Agreement.pdf	pdf	5caf867836e3e844f3b50a79	04/11/2019
Articles of Organization	CorpSearchViewPDF 1.pdf	pdf	5cd5963575ac520a78149fb2	05/10/2019
Department of Revenue - Certificate of Good standing	IRS Cert of good standing.pdf	pdf	5d41cabdd0f20f3403713cfe	07/31/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of good standing.pdf	pdf	5da0c0bec1731c15b88f452b	10/11/2019

No documents uploaded

Massachusetts Business Identification Number: 001359242

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to obtain Insurance.pdf	pdf	5c72eccc3183181258e1af55	02/24/2019
Plan for Liability Insurance	Quote Proposal pdf.pdf	pdf	5d0cf8d564ca8317f4fccce8	06/21/2019
Proposed Timeline	proposed timeline pdf 2.0.pdf	pdf	5d8fd8922e767115bf43718a	09/28/2019
Business Plan	GTG micro business plan pdf.pdf	pdf	5da0e0e1e87dc81b07001b56	10/11/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Production methods	Production methods PDF.pdf	pdf	5c72f81c8d16491b5c0f80dc	02/24/2019
Storage of marijuana	storage of marijuana PDF.pdf	pdf	5c72ffe73779161b2a873308	02/24/2019
Inventory procedures	Inventory PDF.pdf	pdf	5c730af85d4b0b1b3ebc00bd	02/24/2019
Maintaining of financial records	financial records PDF.pdf	pdf	5c749257293a5312448e970d	02/25/2019
Policies and procedures for cultivating	cult polices and pros pdf.pdf	pdf	5d02b4d513edb917cc1fdb20	06/13/2019
Security plan	Full Security Plan pdf 2.0.pdf	pdf	5d051aab50e7af1803c1ffbc	06/15/2019
Personnel policies including background checks	personal policies pdf.pdf	pdf	5d0a5a90624ce5135e927572	06/19/2019
Sample of unique identifying marks for branding	White GTG logo.pdf	pdf	5d88d78e1373f80879504014	09/23/2019
Qualifications and training	Trainings and qualifications pdf.pdf	pdf	5dc98841ea4df3530e643a20	11/11/2019
Transportation of marijuana	Transportation 3.0 pdf.pdf	pdf	5df90ff038abaf57497a9a2e	12/17/2019
Restricting Access to age 21 and older	Restricted access 3.0 pdf.pdf	pdf	5df91480b7ff09534b9ffb41	12/17/2019

Prevention of diversion	prevention of diversion 3.0 pdf.pdf	pdf	5df916cbf76dd253236e0fe9	12/17/2019
Quality control and testing	quality control 3.0 pdf.pdf	pdf	5df92c2b38f8ab571d6e14a4	12/17/2019
Record Keeping procedures	record keeping 3.0 pdf.pdf	pdf	5df930810557385733b4098e	12/17/2019
Types of products	Description of Products 3.0 pdf.pdf	pdf	5df96629d74bf6532e9ff5a2	12/17/2019
Diversity plan	diversity plan 5.0.pdf	pdf	5e457d9dd43df3043d4b9238	02/13/2020

ATTESTATIONS

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

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 10:00 PM
Tuesday From: 6:00 AM	Tuesday To: 10:00 PM
Wednesday From: 6:00 AM	Wednesday To: 10:00 PM
Thursday From: 6:00 AM	Thursday To: 10:00 PM
Friday From: 6:00 AM	Friday To: 10:00 PM
Saturday From: 6:00 AM	Saturday To: 10:00 PM
Sunday From: 12:00 PM	Sunday To: 6:00 PM

Plan to Remain Compliant with Local Zoning

Grow Team Gardens LLC

On May 15 2018 the city of Lowell enacted an amendment to the ordinance which set forth certain terms and condition upon which the city would allow marijuana establishments in the city. The ordinance requires GTG to submit a narrative which satisfies the criteria outlined in the ordinance context plan and address the following items listed below. The proposed facility location is properly zoned(LI) for marijuana cultivation and manufacturing in the city of Lowell. A special permit will not be required.

Grow team Gardens will submit plans for local approvals simultaneously with CCC application. City of Lowell permitting process will take approximately 2-3 months to complete. GTG will have sufficient time to receive all required local approvals before being approved by the CCC. All items listed below have been submitted or are in various stages of completion

Security plan

Waste management recycling plan

Transportation demand management plan

Liaison designee for communication with the City

Odor mitigation plan

One thousand foot radius context map

Site plan

Swept path analysis

Lighting plan

Floor plans

Timeline

5/24/19 Security Plan Submitted to Lowell Police for Approval

5/29/19 Community outreach was conducted

6/27/19 Host Agreement signed

7/04/19 Lowell police approves Security plan

7/05/19 All remaining plans submitted for local approval

10/01/19 City of Lowell Approval of all plans. Building permits issued

Host Agreement

By signing the host agreement Grow Team Gardens has agreed to

Make Quarterly payments of 3% of our revenue to the City of Lowell

Pay all taxes (personal property, real estate, etc)

Participate in Lowell's energy aggregation program

Use best efforts to use local businesses for services whenever possible

Give hiring preferences to City of Lowell residents

Make best efforts to meet each Leadership Rating Criteria laid out by the CCC within the first 3 years of the host agreement.

Provide annual reports of finances and employees to City of Lowell

Annual meetings with City Officials to discuss issues and/or concerns regarding GTG operations in the previous year

Grow Team Gardens and GTG Agents shall comply with all local rules, regulations, ordinances, and bylaws.

Grow Team Gardens proposed facility location and operations is in compliance with all local rules, regulations, ordinances, and bylaws

Grow Team Gardens will work closely with City Officials and comply with any changing local zoning bylaws or ordinances

Host Community Agreement Certification Form

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

Applicant

I, DANIEL LANDRY, (*insert name*) certify as an authorized representative of GROW TEAM GARDENS, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with CITY OF LOWELL (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on JULY 22, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

DANIEL LANDRY

GROW TEAM GARDENS, LLC

Host Community

I, Eileen Donoghue, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Lowell (*insert name of host community*) to certify that the applicant and City of Lowell (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 8/12/2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, DANIEL LANDRY, (insert name) attest as an authorized representative of GROWTEAM GARDENS, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on MAY 29, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on MAY 21, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on MAY 16, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on MAY 16, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

ATTACHMENT A-1

Ad Number **Ad Type**
0001593315-01 CLS Liner

Production Method **Production Notes**
AdBooker

External Ad Number

Ad Attributes

Ad Released
No

Pick Up

Ad Size **Color**
1 X 24 ft

WYSIWYG Content

Notice is hereby given
that a Community
Outreach Meeting for a
proposed Marijuana
Establishment is
scheduled for Wednesday,
May 23, 2019, at 6:00
p.m., at Cobblestones
Restaurant (Bike Room),
at 91 Dalton Street,
Lowell, Massachusetts.
The proposed Marijuana
Cultivation Site is
anticipated to be located
at 705 Dalton Street,
Lowell, Massachusetts.
There will be an
opportunity for the public
to ask questions."
Joseph C. Clement
Attorney for
Grow Team Gardens, LLC

May 21, 2019

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Rate</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
05/21/2019	The Sun	Legal	\$37.62 per inch	\$100.32	\$0.00	\$0.00	\$0.00	\$0.00	\$100.32
05/21/2019	LS SunMedia	Legal	\$4.14 per inch	\$11.04	\$0.00	\$0.00	\$0.00	\$0.00	\$11.04

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Order Confirmation

<u>Ad Order Number</u> 0001593315	<u>Customer</u> ATTY. JOSEPH C. CLERMONT	<u>Payor Customer</u> ATTY. JOSEPH C. CLERMONT	<u>PO Number</u>
<u>Sales Rep.</u> bdesousa	<u>Customer Account</u> 101077	<u>Payor Account</u> 101077	<u>Ordered By</u>
<u>Order Taker</u> bdesousa	<u>Customer Address</u> 490 TEXTILE AVE DRACUT MA 01826 USA	<u>Payor Address</u> 490 TEXTILE AVE DRACUT MA 01826 USA	<u>Customer Fax</u> 9789577405
<u>Order Source</u>	<u>Customer Phone</u> 9789576997	<u>Payor Phone</u> 9789576997	<u>Customer EMail</u>
			<u>Special Pricing</u>

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>
0	0	0			

Invoice TextAd Order Notes

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$111.36	\$0.00	\$111.36	Invoice	\$0.00	\$111.36

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ATTACHMENT B

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, May 29, 2019, at 6:00 p.m., at Cobblestones Restaurant (Music Room), at 91 Dutton Street, Lowell, Massachusetts. The proposed Marijuana Cultivation Site is anticipated to be located at 705 Dutton Street, Lowell, Massachusetts. There will be an opportunity for the public to ask questions."

Joseph C. Clermont
Attorney for
Grow Team Gardens, LLC

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LAW OFFICE OF JOSEPH C. CLERMONT

490 TEXTILE AVENUE
DRACUT, MASSACHUSETTS 01826
Tel: (978) 957-6997
Fax: (978) 957-7405
WWW.ATTYCLERMONT.COM

JOSEPH C. CLERMONT (MA & NEB)
EMAIL: JCC@ATTYCLERMONT.COM

DAVID J. CLERMONT (MA)
EMAIL: DJC@ATTYCLERMONT.COM

May 16, 2019

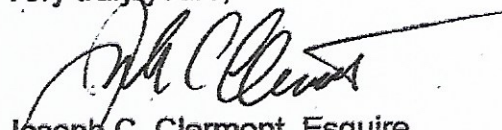
RE: COMMUNITY OUTREACH MEETING
Grow Team Gardens, LLC

Dear Abutter:

This Notice is being sent to you as an abutter to 705 Dutton Street, Lowell, Massachusetts.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, May 29, 2019, at 6:00 p.m., at Cobblestones Restaurant (Music Room), at 91 Dutton Street, Lowell, Massachusetts. The proposed Marijuana Cultivation Site is anticipated to be located at 705 Dutton Street, Lowell, Massachusetts. There will be an opportunity for the public to ask questions.

Very truly yours,



Joseph C. Clermont, Esquire.
Attorney for
Grow Team Gardens, LLC

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Plans for positive impact

Areas of disproportionate Impact

Goals (Disproportionate impact areas of Lowell will be our main focus)

- 1. 50% of workforce will be Lowell residents (area of disproportionate impact)**
- 2. Offer free consulting services to 1 Social Equity Applicant per year**
- 3. Conduct (3) 1 hour Industry specific educational seminars in Lowell's areas of disproportionate impact annually**

Programs

- 1. Giving hiring preference and actively recruiting Individuals from Lowell or other areas that fall under the Commission's definition of disproportionately impacted areas**
 - GTG will post job listings in the Lowell sun at least 4 times per year stating we are specifically looking for Massachusetts residents with prior drug convictions for employment.
 - Recruit employees from MassHire Lowell career center and the City of Lowell career center that have prior drug convictions
 - Hire family and friends of employees from areas of disproportionate impact
 - Connect with at least 10 potential employees from areas of disproportionate impact via social media annually. Instagram, Facebook, Twitter, LinkedIn
 - Compile email contact list for employment opportunities in the industry
 - Partner with Industry specific staffing groups to actively recruit employees located in areas of disproportionate impact
- 2. GTG will offer free consulting services to SE applicants.**
 - We will offer these services through the Commission's Social Equity Program.
 - We can provide consulting on various topics such as Licensing, Cultivation, Manufacturing, IPM, Local Approval Process, Raising Capital, Planning, Security, Lighting and HVAC.

Plans for positive impact

3. **Conduct (3) 1 hour Industry specific educational seminars in Lowell's areas of disproportionate impact annually**
 - Representatives from GTG and GTG partners will advise and educate the public on variety of Industry related subjects.

Measurements

- Number, subject matter and location of trainings & seminars offered and performed. GTG will track success of these seminars by tracking data (attendance, follow up surveys, returning attendees)
- Specific financial data and/or employee hours showing donations to or investments in to specific causes
- Applicants will be required to fill out questionnaires to determine where the Applicant heard of job openings
- Mandatory annual employee surveys tracking the goals of the plan
- Tracking & documenting annual hirings, promotions, applicants and referrals
- Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact.
- Tracking free consulting services rendered for SE Applicants.
- Applicants serviced and consulting services provided will be tracked by GTG
- Time spent consulting(emails, phone calls, meetings, looking over plans) shall be documented by GTG

Timeline

The timeline for the plan's goals shall begin upon receiving provisional license and the progress of the plan shall be documented and reevaluated upon renewal of license each year.

Plans for positive impact

Grow Team Gardens:

- Shall hire at least 50% of its staff who are Lowell residents within the first year of operation
- Will offer free consulting services to 1 SE Applicant a year
- Will host an educational seminar approximately every 4 months during the first year of operation and measure the progress and success to determine if program is meeting its goals.
- Will survey its employees once a year to ensure that goals for the plan are being met.

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

GROW TEAM GARDENS LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT, dated as of the 20th day of MARCH, 2019, is by and among the persons identified as Members on *Schedule A* (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members"). Daniel Landry, one of the Members, also serves as, and is signing this Agreement in his capacity as, a Manager of the limited liability company formed hereby.

WHEREAS, GROW TEAM GARDENS LLC (the "LLC") has been formed as a limited liability company under the Massachusetts Limited Liability Company Act (the "Act") by the filing on the date hereof of a Certificate of Organization (the "Certificate") in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Manager and the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its business, management and operations.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below:

"*Act*" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

"*Adjusted Capital Account*" means, for each Member, such Member's Capital Account balance increased by such Member's share of "minimum gain" and of "partner nonrecourse debt minimum gain" (as determined pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), respectively).

"*Affiliate*" shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the

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manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or
(iv) any person that is a member of the Immediate Family of the specified person.

"Agreement" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"Bankruptcy" means the occurrence of any of the following events:

- (i) a Member makes an assignment for the benefit of creditors;
- (ii) a Member files a voluntary petition in bankruptcy;
- (iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- (iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- (vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or
- (vii) One hundred and twenty days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under I.R.C. § 704. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

(i) There shall be credited to each Member's Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g)) of any property contributed by such Member to the capital of the LLC, the amount of liabilities of the LLC assumed by the Member or to which property distributed to the Member was subject, and such Member's share of the Net Profits of the LLC and of any items in the nature of income or gain separately allocated to the Members, and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to I.R.C. § 7701(g)) of any property distributed to such Member by the LLC, the amount of liabilities of the Member assumed by the LLC or to which property contributed by the Member to the LLC was subject, and such Member's share of the Net Losses of the LLC and of any items in the nature of loss or deduction separately allocated to the Members.

(ii) In the event any interest in the LLC is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred

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“Capital Transaction” means a sale or other disposition of all or a portion of the LLC’s property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC’s business and any refinancing.

“Carrying Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, *provided, however*, that (i) the initial Carrying Value of any asset contributed to the LLC shall be adjusted to equal its gross fair market value at the time of its contribution and (ii) the Carrying Values of all assets held by the LLC shall be adjusted to equal their respective gross fair market values (taking I.R.C. § 7701(g) into account) upon an election by the LLC to revalue its property in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and upon liquidation of the LLC. The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“Certificate” means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

“Consent” means the written consent or approval of more than two-thirds percent in interest, based on Percentage Interests, of those Members entitled to participate in giving such Consent, and if more than one class or group of Members is so entitled, then more than two-thirds percent shall be so required with respect to each such class or group.

“Distributable Cash” means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

- (i) cash disbursements for advertising and promotion expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs of repairs and maintenance, and any and all other items customarily considered to be “operating expenses”;
- (ii) payments of interest, principal and premium, and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (A) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC, and (B) any Voluntary Loans;
- (iii) payments made to purchase inventory or capital assets, and for capital construction, rehabilitation, acquisitions, alterations and improvements; and
- (iv) amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii), above, deemed by the Manager to be necessary to meet the current and anticipated future needs of the LLC.

“Immediate Family” (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses

any one or more of such individuals, and any entity or entities, all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

"Invested Capital" means, at any point in time, for any Member, the excess of (i) the aggregate amount of the capital contributed to the LLC by such Member over (ii) the aggregate amount distributed (or deemed distributed) to such Member pursuant to Section 4.01(a), below.

"I.R.C." means the Internal Revenue Code of 1986, as amended from time to time.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

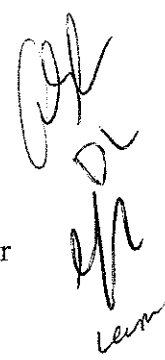
"Manager" shall refer to any person named as a Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person's capacity as (and for the period during which such person serves as) a Manager of the LLC. *"Managers"* shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Managers of the LLC.

"Member" shall refer severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person's capacity as a Member of the LLC. *"Members"* shall refer collectively to all such persons in their such capacities as Members.

"Minority Member" shall refer to any person named as a Member in this agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, who's membership interest is less than 51.01%.

"Net Profits" and *"Net Losses"* mean the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. § 703(a) computed with the following adjustments:

- (i) items of gain, loss and deduction shall be computed based upon the Carrying Values of the LLC's assets (in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets' adjusted bases for federal income tax purposes;
- (ii) any tax-exempt income received by the LLC shall be included as an item of gross income;
- (iii) the amount of any adjustment to the Carrying Value of any LLC asset pursuant to I.R.C. § 734(b) or I.R.C. § 743(b) that is required to be reflected in the Capital Accounts of the Members pursuant to

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positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;

(iv) any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in I.R.C. § 705(a)(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expense;

(v) the amount of items of income, gain, loss or deduction specially allocated to any Members pursuant to Section 5.02 shall not be included in the computation;

(vi) the amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in-kind to a Member shall be included in the computation as an item of income or loss, respectively; and

(vii) the amount of any unrealized gain or unrealized loss with respect to the assets of the LLC that is reflected in an adjustment to the Carrying Values of the LLC's assets pursuant to clause (ii) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.

"*Percentage Interest*" shall be the percentage interest of a Member set forth in *Schedule A*, as amended from time to time and subject to adjustment pursuant to Section 3.02.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Target Balance*" means, for each Member at any point in time, either (i) a positive amount equal to the net amount, if any, the Member would be entitled to receive or (ii) a negative amount equal to the net amount the Member would be required to pay or contribute to the LLC or to any third party, assuming, in each case, that (A) the LLC sold all of its assets for an aggregate purchase price equal to their aggregate Carrying Value (assuming for this purpose only that the Carrying Value of any asset that secures a liability that is treated as "nonrecourse" for purposes of Treasury Regulation Section 1.1001-2 is no less than the amount of such liability that is allocated to such asset in accordance with Treasury Regulation Section 1.704-2(d)(2)); (B) all liabilities of the LLC were paid in accordance with their terms from the amounts specified in clause (A) of this sentence; (C) any Member that was obligated to contribute any amount to the LLC pursuant to this Agreement or otherwise (including the amount a Member would be obligated to pay to any third party pursuant to the terms of any liability or pursuant to any guaranty, indemnity, or similar ancillary agreement or arrangement entered into in connection with any liability of the LLC) contributed such amount to the LLC; (D) all liabilities of the LLC that were not completely repaid pursuant to clause (B) of this sentence were paid in accordance with their terms from the amounts specified in clause (C) of this sentence; and (E) the balance, if any, of any amounts held by the LLC was distributed in accordance with Section 4.01 hereof.

"*Transfer*" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer, or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include

dissolution.

“*Voluntary Loan*” shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

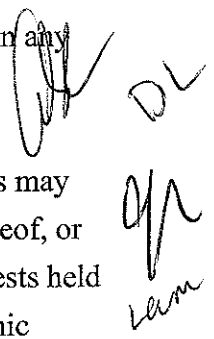
2.01 *Name of the Limited Liability Company.* The name of the limited liability company formed hereby is GROW TEAM GARDENS LLC. The name of the LLC may be changed at any time, or from time to time, with the approval of the Manager and the Consent of the Members.

2.02 *Office of the Limited Liability Company; Agent for Service of Process.* The address of the registered office of the LLC for purposes of Section 5 of the Act is 705 Dutton Street, Lowell, Massachusetts. The name and address of the resident agent for service of process for the LLC is Daniel Landry, of 50 Sicard Avenue, Dracut, Massachusetts. The Manager may establish places of business of the LLC within and without the Commonwealth of Massachusetts, as and when required by the LLC’s business and in furtherance of its purposes set forth in Section 2.04 hereof and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Manager may cause the LLC to change from time to time its resident agent for service of process, or the location of its registered office in Massachusetts, *provided, however*, that the Manager shall promptly notify all Members in writing of any such change.

2.03 *Organization.* The Manager shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Massachusetts and any other jurisdictions in which the LLC shall conduct business and shall continue to do so for so long as the LLC conducts business therein.

2.04 *Purposes and Powers.* The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of cannabis cultivation and manufacturing; and to engage in any activities directly or indirectly related or incidental thereto.

2.05 *Members.* The Members of the LLC are identified on *Schedule A* hereto. Additional Members may be admitted to the LLC (i) pursuant to and in accordance with Section 3.02(c) and Article VIII hereof, or (ii) with the approval of Members holding not less than three-fourths (3/4) of the Percentage Interests held by all Members, which approval shall specify the capital contribution, Percentage Interest, economic interest and any other rights and obligations of such additional Member. Such approval shall bind all

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amended to reflect the additional Member, his, her or its capital contribution, if any, his, her or its Percentage Interest, and any other rights and obligations of the additional Member.

2.06 Meetings of Members.


(a) Meetings of Members may be called for any proper purpose at any time by the Managers or the holders of two-thirds of the Membership Interests. An annual meeting of the Members for the purpose of electing the Managers and the transaction of such other business as may properly come before the meeting may be held on the date and at the time and place determined by the Managers within six months after the end of the fiscal year of the LLC. The Managers or the Members calling the meeting shall determine the date, time and place of each meeting of Members, and written notice thereof shall be given by the Managers to each Member not less than ten days or more than 60 days prior to the date of the meeting. Notice shall be sent to Members of record on the date when the meeting is called. The business of each meeting of Members shall be limited to the purposes described in the notice. A written waiver of notice, executed before or after a meeting by a Member or its authorized attorney and delivered to the Managers, shall be deemed equivalent to notice of the meeting.

(b) Persons holding three fourths of the Membership Interests shall constitute a quorum for the transaction of any business at a meeting of Members. Members may attend a meeting in person or by proxy. Members may also participate in a meeting by means of conference telephone or similar communications equipment that permits all Members present to hear each other. If less than a quorum of the Members is present, the meeting may be adjourned by the chairman to a later date, time and place, and the meeting may be held as adjourned without further notice. When an adjourned meeting is reconvened, any business may be transacted that might have been transacted at the original meeting.

(c) The Managers shall make available at any meeting of Members and for a period of ten days prior thereto a complete list of Members entitled to vote at such meeting or any adjournment thereof. The list shall reflect the current names and addresses of each Member and their Membership Interests and shall be subject to inspection by any Member at the meeting and during the ten-day period prior thereto at the principal office of the LLC.

(d) A chairman selected by the Managers shall preside at all meetings of the Members unless the Members elect from the Membership a chairman of the meeting. The chairman shall determine the order of business and the procedures to be followed at each meeting of Members.

2.07 Action Without a Meeting. There is no requirement that the Members hold a meeting in order to take action on any matter. Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members who hold the Membership Interests or other interests in the LLC required to approve the action being taken. Such written consents shall be delivered to the Managers at the principal office of the LLC and unless otherwise specified shall be effective on the date when the first consent is so delivered. The Managers shall give prompt notice to all Members who did not consent to any action taken by written consent of members without a meeting.



2.08 Voting Rights. Unless otherwise required by the Act, all actions, approvals, and consents to be taken

written consent of Members holding two thirds of the percentage interests of Members in the residual profits and losses of the LLC as specified on Schedule A (herein the "Membership Interests") except for the following matters which shall require the approval of Members who hold the indicated interests in the LLC:

- (a) Continuation of the LLC after its dissolution due to the withdrawal of a Member-Manager (or if there are none, of any Member) as provided in Section 9.01(b) hereof: three fourths of the profits interests and capital interests in the LLC held by the remaining Members.
- (b) Dissolution of the LLC, sale of all or substantially all of its assets not in the ordinary course of its business, or its merger or consolidation with another business entity under the Act.

2.09 Designation of Managers. Daniel Landry is hereby designated as the Manager of the LLC. Any Manager may withdraw or be removed as a manager of the LLC, and other persons may be added or substituted as Managers, only in the manner specified in Sections 8.02 and 8.03.

2.10 Managers as Members. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

2.11 Liability of Members. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions, *provided, however*, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member (or, if applicable, as a Manager) shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

2.12 Notices of Default. No Member or Manager shall be obliged to give notice of an existing or potential default of any obligation of the LLC to any of the Members, nor subject to the provisions of Section 3.02(b) shall any Member or Manager be obligated to make any capital contributions or loans to the LLC or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

2.13 Investment Representations. Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC the following:

- (a) It is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.

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Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Managers are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) It has had such opportunity as it has deemed adequate to ask questions of and receive answers from the Manager or other representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) It has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such an investment.

(e) It can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to both execute and deliver this Agreement and perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE III

Capital Contributions; Additional Financing

3.01 *Capital Accounts.* For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 *Capital Contributions.*

(a) Each Member has contributed to the capital of the LLC the amount set forth opposite its name on *Schedule A* attached hereto.

(b) If the Manager determines at any time, or from time to time, that the LLC requires funds to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this Agreement in excess of the amounts generated from the LLC's operations and the amounts specified on *Schedule A* hereto, and such funds are not available from third-party lenders on terms acceptable to the Manager in its sole discretion, the Members may, but shall not be required to, contribute any such additional capital. Members electing to contribute such additional capital shall contribute such portions thereof as they may agree upon, or, if they are unable to agree, each such Member shall contribute a portion of the total amount required based on its Percentage Interest and the Percentage Interests of all other contributing Members.

Call for Additional Contributions. If a call for additional contributions is made upon the Members, such

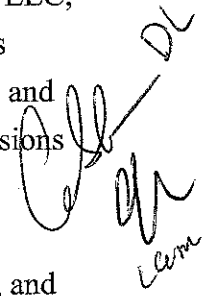
shall be applied to all minority Members in proportion to their respective capital contributions. No minority Member shall be obligated to satisfy any such call. If any minority Member does not agree or fails to contribute the additional contribution called for, the member interest of such Member shall be diminished to the ratio which his total member contribution bears to the total contribution made by all minority Members after such call is satisfied by those Members who meet the call. Similarly, the minority member interest of a Member who meets such call shall be increased to the ratio which his member contribution bears to the total contributions made by all minority Members after such call is satisfied. The majority Member, Daniel Landry, interests shall not be affected by this provision, so long as he continues to serve as Manager and provide services to the LLC.

In connection with any such contribution of additional capital by the minority Members, the Percentage Interests of the minority Members shall be modified by relocation of the minority members 48.99% interest in proportion to the minority members total capital contributions.

This Agreement, including *Schedule A* hereto, shall be amended to reflect any such adjustment of the Members' Percentage Interests; and each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby consents to any such amendment and the modification of his, her or its Percentage Interest in the manner provided herein, and acknowledges that, in connection with any such amendment, such Member's Percentage Interest may be diluted.

(c) If the minority Members elect not to contribute additional capital pursuant to Section 3.02(b), the Manager shall be permitted to obtain additional equity financing in the amount required on such terms and conditions as it deems appropriate in its sole discretion, from third parties unaffiliated with any Member. In connection with any such admission of additional minority Members, the Percentage Interests of the minority Members shall be diluted proportionately, based on their respective Percentage Interests immediately prior to any such dilution. Without in any way limiting the foregoing, the interest of any third party admitted to the LLC pursuant to this Section 3.02(c) in the Net Profits, Net Losses and distributions of cash or property of any nature, may have such priority or priorities in relationship to the interests therein of the Members as the Manager may in its sole discretion determine.

Each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby (i) consents to the admission of any such third party on such terms as the Manager may determine (subject to the provisions of this Section 3.02(c)), and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which it invests in the LLC; and (ii) acknowledges that, in connection with any admission of any such person, such a Member's interest in allocations of Net Profits, Net Losses and distributions of cash and property of the LLC, and net proceeds upon liquidation of the LLC, may be diluted or otherwise altered (subject to the provisions of this Section 3.02(c)).



(d) Each Member hereby constitutes and appoints the Manager and its partners and officers, if any, and

LLC, and each partner or officer thereof as such a Member's agent and attorney in fact for the purpose of amending this Agreement, including Schedule A hereto, in such manner as may be necessary or appropriate from time to time to reflect the modifications of the Members' Percentage Interests pursuant to Section 3.02(b) and the admission of any additional Member pursuant to Section 3.02(c). Any such amendment, when prepared by said attorney in fact, shall be deemed a part of this Agreement and incorporated herein by reference, as of the effective date of such amendment, to the same extent as if attached hereto and incorporated herein by this reference on the date hereof. The power of attorney contained in this Section 3.02(d) is coupled with an interest and, therefore, is irrevocable and shall survive the death, dissolution, Bankruptcy or incapacity of any Member.

3.03 No Withdrawal of or Interest on Capital. Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by the Member, or to receive any other payment in respect to the Member's interest in the LLC, including, without limitation, payment received as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

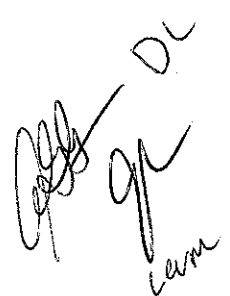
3.04 Third-Party Loans. In the event that the LLC requires additional funds to carry out its purposes, conduct its business or meet its obligations, or to make any expenditure authorized by this Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and conditions as may be acceptable to the Manager up to \$50,000. Loans greater than \$50,000 will require approval of three fourths of members.

3.05 Voluntary Loans. In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Manager in its sole discretion or from the Members or a third party pursuant to Section 3.02, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a "Voluntary Loan") shall be nonrecourse to the Members; shall be evidenced by a promissory note; shall be collateralized by such assets of the LLC as the lending Member and the Manager shall determine; shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest announced from time to time by *The Wall Street Journal*; shall be repaid out of the first funds available therefore after payment of LLC expenses to third parties and in any event prior to any distribution to any Member of Distributable Cash; and shall become due and payable in full not more than five years after the date such loan is made.

ARTICLE IV

Cash Distributions

4.01 Distribution of Distributable Cash. Except as provided in [Section 4.03 and] Section 9.02, Distributable Cash shall be distributed to the Members at such times and in such amounts as the Manager

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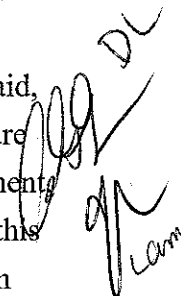
provision that cash shall first be allocated to said members invested capital until the invested capital of each member has been reduced to zero.

4.02 Distributions Among Members. Distributable Cash and net proceeds upon liquidation of the LLC distributable hereunder to the Members (or to any group of Members) as a group shall be distributed among them based on their respective Percentage Interests in the LLC, as set forth on Schedule A.

4.03 Tax Distributions. Except as provided in Section 9.02, during, or within 90 days following the end of, each fiscal year of the LLC, the LLC shall distribute to each Member in cash an amount equal to the aggregate federal and state income tax liability such Member would have incurred for such year as a result of such Member's ownership of an interest in the LLC determined as if (i) each Member was a natural person residing in [the Commonwealth of Massachusetts]; (ii) all taxes were imposed at the maximum potentially applicable marginal rate of tax applicable to income taking into account the nature of the income (e.g., as ordinary income or long term capital gain); (iii) the amount of tax determined with respect to the Commonwealth of Massachusetts was deductible for federal income tax purposes; and (iv) taking into account all carryovers of losses or credits from prior years. Notwithstanding the foregoing, such distributions may be reduced or not made with respect to any fiscal year if the funds of the LLC are not available therefore (and the LLC shall not be obligated to borrow money, call for capital contributions from the Members or sell assets in order to generate sufficient cash to make any such distribution).

Amounts otherwise distributable to a Member pursuant to this Section 4.03 with respect to a fiscal year shall be reduced by any amounts distributed to such Member pursuant to any provision of this Agreement during such year (other than amounts distributed pursuant to this Section 4.03 with respect to a prior fiscal year). Amounts distributed to a Member pursuant to this Section 4.03 shall be treated as advances against amounts otherwise distributable to the Member pursuant to this Agreement and, accordingly, shall reduce the amount of any subsequent distribution to the Member.

4.04 Withholding and Other Taxes. If the Manager determines in good faith that there is a material possibility that the LLC may be obligated to pay (or collect and pay over) the amount of any tax with respect to any Member's share of any income or distributions from the LLC, the LLC shall pay (or collect and pay over) the amount of such tax to the appropriate taxing authority. Any amount so paid with respect to a Member shall reduce the amount of any distribution that the Member would otherwise be entitled to receive at the time of the payment. If the amount paid with respect to a Member exceeds the amount of distributions then payable to such Member, such excess shall be treated as a loan to the Member from the LLC, payable with interest [at the rate of the prime rate of interest announced from time to time by *The Wall Street Journal* plus three percent (3%)] within ten (10) days after such time that the LLC makes payment to the appropriate taxing authority. If for any reason the amount of such loan is not timely paid, then such unpaid amount plus any accrued but unpaid interest thereon shall be set off against any future distributions to which such Member otherwise would have been entitled. For purposes of this Agreement, the amount of any reduction in a distribution that would otherwise be made to a Member pursuant to this Section 4.04 shall be treated as if distributed to such Member at the time it otherwise would have been distributed.



4.05 *Distribution of Assets in Kind.* No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value [as determined by the Manager]. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Manager, receive separate assets of the LLC and not an interest as a tenant in common with other Members entitled to any asset being distributed.

ARTICLE V

Allocation of Net Profits and Net Losses

5.01 *Basic Allocations.*

(a) Except as provided in Section 5.02, below (which shall be applied first), the Net Profits and Net Losses of the LLC from operations for any year (or other fiscal period) shall be allocated among the Members in accordance with their Percentage Interests.

(b) Except as provided in Section 5.02, below (which shall be applied first), any Net Profits or Net Losses arising from a Capital Transaction or upon liquidation of the LLC shall be allocated to the Members, in such proportions and in such amounts as may be necessary so that following such allocations, the Adjusted Capital Account balance of each Member equals such Member's then Target Balance.

(c) If the amount of Net Profits or Net Losses allocable to the Members pursuant to Section 5.01(b) for a period is insufficient to allow the Adjusted Capital Account balance of each Member to equal such Member's Target Balance, such Net Profits or Net Losses shall be allocated among the Members in such a manner as to decrease the differences between the Members' respective Adjusted Capital Account balances and their respective Target Balances in proportion to such differences.

5.02 *Regulatory Allocations.* Notwithstanding the provisions of Section 5.01 above, the following allocations shall be made in the following order of priority:

(a) Items of income or gain (computed with the adjustments contained in paragraphs (i), (ii), (iii), (vi) and (vii) of the definition of "Net Profits and Net Losses") for any taxable period shall be allocated to the Members in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

(b) All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the LLC for any year shall be allocated to the Members in accordance with their respective Percentage Interests, *provided, however*, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated to the Members in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

(c) Items of income or gain (computed with the adjustments contained in paragraphs (i), (ii), (iii), (vi) and (vii) of the definition of "Net Profits and Net Losses") for any taxable period shall be allocated to the Members in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

(d) In no event shall Net Losses of the LLC be allocated to a Member if such allocation would cause or increase a negative balance in such Member's Adjusted Capital Account (determined, for purposes of this Section 5.02(d) only, by increasing the Member's Adjusted Capital Account balance by the amount the

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and decreasing it by the amounts specified in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6)).

(e) In the event that items of income, gain, loss or deduction are allocated to one or more Members pursuant to subsections (c) or (d), above, subsequent Net Profits and Net Losses from operations will first be allocated (subject to the provisions of subsections (c) and (d)) to the Members in a manner designed to result in each Member having a Capital Account balance equal to what the balance would have been if the original allocation of items of income, gain, loss or deduction thereof, pursuant to subsections (c) or (d), had not occurred.

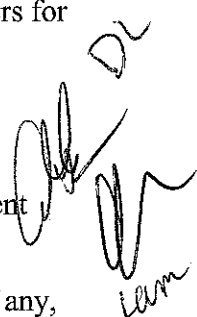
(f) For tax purposes, except as otherwise provided herein, or as required by I.R.C. § 704, all items of income, gain, loss, deduction or credit shall be allocated to the Members in the same manner as are Net Profits and Net Losses, *provided, however*, that if the Carrying Value of any property of the LLC differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Members so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under I.R.C. § 704(c).

5.03 Timing of Allocations. Allocations of Net Profits, Net Losses and other items of income, gain, loss and deduction pursuant to this Article V shall be made for each fiscal year of the LLC as of the end of such fiscal year; *provided, however*, that if the Carrying Values of the assets of the LLC are adjusted in accordance with clause (ii) of the definition of "Carrying Value," the date of such adjustment shall be considered to be the end of a fiscal year for purposes of computing and allocating such Net Profits, Net Losses and other items of income, gain, loss and deduction.

ARTICLE VI Management

6.01 Management of the LLC. Subject to the provisions of this Agreement, including, without limitation, Section 6.03, the overall management and control of the business and affairs of the LLC shall be vested in the Manager. If, at any time, there is more than one Manager, all decisions, approvals, actions, consents and matters to be made, granted, withheld, taken or acted upon by the Manager shall require the approval of a majority in number of the persons serving as Managers unless otherwise specifically provided herein. Any such decision, approval, action, consent or matter shall be taken at a meeting or teleconference of the requisite number of Managers, or by a writing executed by such requisite number of Managers. Any Manager may delegate its authority to another Manager as to any particular matter, or as to all matters for a specified period of time (not to exceed 45 days), by a writing duly executed by such delegating Manager.

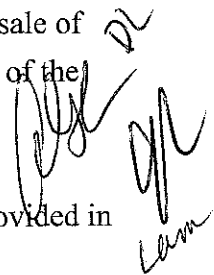
All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote, and shall cause its officers and directors, if any, to devote, such time to the affairs of the LLC as may be reasonably necessary for performance by the

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to such affairs.

Specifically, but not by way of limitation, and subject to all other provisions of this Agreement (including without limitation, Sections 6.03 and 6.06), the Manager shall be authorized in the name of and on behalf of the LLC, or in its own name and on its own behalf, as appropriate, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- (i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;
- (ii) to borrow money and issue evidences of indebtedness, or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC, and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;
- (iii) to employ executive, administrative and support personnel in connection with the business of the LLC; to pay salaries, expense reimbursements, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Manager in its sole discretion; and to reimburse the Manager for expenses incurred by it (directly or indirectly) to provide executive, administrative and support services in connection with the business of the LLC;
- (iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC; and to pay fees, expenses, salaries, wages and other compensation to such persons;
- (v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (vi) to determine the appropriate accounting method or methods to be used by the LLC;
- (vii) to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 and any similar provisions enacted in lieu thereof, and in any other section of the I.R.C.;
- (viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;
- (ix) to pay all organizational expenses and general and administrative expenses of the LLC;
- (x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefore from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, any Member or Manager;
- (xi) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;
- (xii) to pay any and all fees and to make any and all expenditures that the manager, in its sole discretion, deems necessary or appropriate in connection with the organization of the LLC, the offering and sale of membership interests in the LLC, the management of the affairs of the LLC, and the carrying out of the LLC's obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;
- (xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

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Manager may determine; subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Manager to be in the best interests of the LLC;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the Manager; and

(xvii) to perform any other act the Manager may deem necessary, convenient or desirable for the LLC or the conduct of the LLC's business.

Subject to Section 6.3, below, the Manager shall be authorized, in the name and on behalf of the LLC, to hire, employ, deal with, and otherwise engage in business with, itself or any of its Affiliates to the extent the Manager determines to do so in its sole discretion.

6.02 Certain Permitted Transactions. Without limitation of any of the powers set forth in Section 6.01, above, the Manager is expressly authorized, for, in the name of, and on behalf of the LLC, as follows:

(i) to cause the LLC to purchase goods, materials, and/or services, not to exceed One hundred thousand (\$100,000) dollars, annually;

6.03 Member Approval Requirements. Notwithstanding the provisions of Section 6.01, without the prior written Consent of a three fourths of the Members, the Manager shall not cause the LLC to (and the LLC shall not) take either of the following actions:

(i) to sell all or substantially all of the assets of the LLC; or

(ii) to cause the LLC to enter into any agreement or arrangement with any Manager or an Affiliate of any Manager (except for the arrangements described in Section 6.02, above), pursuant to which any Manager or any of such Affiliates is to receive compensation of any kind.

(iii) Upper management or executive employment decisions or contracts.

(iv) To lease any personal or real property.

6.04 Binding the LLC. The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof, and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require the joinder or consent of any other party.

6.05 Compensation of Managers and Members. No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member, except as provided in this Agreement (Absent Executive Compensations Agreement or other Agreement approved by the Members holding two-thirds of the percentage interests of Members). Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC.

The Manager shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Manager and the LLC, and, if such allocation is made in good faith, it shall be

6.06 *Contracts with Members.* Subject to the provisions of Section 6.03(ii), with the approval of the Manager in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC, of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements, and, if the Manager determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error, all of which is subject to the approval of the Members holding two-thirds of the percentage interests.

6.07 *Exculpation and Indemnification; Fiduciary Duty.*

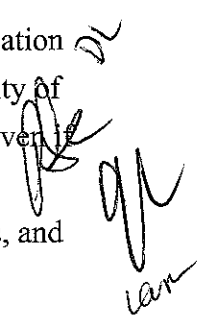
(a) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. No Member shall be a fiduciary of, or have any fiduciary obligations to, the other Members in connection with the LLC, this Agreement, or such Member's performance of its obligations under this Agreement; and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the LLC.

(b) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its Affiliates, if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC, and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.

(c) Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith, in the reasonable belief that his or her action was in the best interests of the LLC.

Without limiting the foregoing, the LLC may, acting with the Consent of the Members, exclusive of any Member seeking indemnification, elect (on a case-by-case basis) to cause such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.07, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder shall be provided even if the person to be indemnified is no longer a Manager or an Affiliate of a Manager.

(d) Any indemnity under this Section 6.07 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof.



(a) Except as provided in Section 6.08(b), below, the Members, Managers and any of their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other LLCs with purposes similar to or the same as those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

(b) No Member or Manager, or any Affiliate of any Member or Manager (as an individual proprietor, partner, stockholder, officer, employee, director, joint venturer, investor, lender, consultant, or in any other capacity whatsoever (other than as the holder of not more than 1 percent of the combined voting power of the outstanding stock of a publicly held company)) shall, without the prior Consent of the other Members, conduct any food distribution and transportation trucking business (as a developer, investor or lender) that competes directly or indirectly with the business of the LLC or any portion thereof in any location within 200 miles in which the LLC has an interest, at any time during the term of the LLC and for a period of two years thereafter.

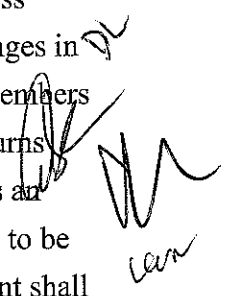
ARTICLE VII

Fiscal Matters

7.01 Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the LLC in accordance with federal income tax principles and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the LLC for examination and copying by any Member or Manager, or his, her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager, a copy of this Agreement, any amendments thereto, the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate, or any certificate of amendment, has been executed, copies of the LLC's financial statements, and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the LLC required by Section 5 of the Act.

The LLC shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

7.02 Reports. Within 120 days after the end of each fiscal year, the Manager shall cause to be prepared and sent to all Members a financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position. Within 90 days after the end of each fiscal year, the Manager shall furnish all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall



7.03 Bank Accounts. The Manager shall be responsible for causing one or more accounts to be maintained in a bank (or banks) or credit union, which accounts shall be used for the payment of the expenditures incurred by the Manager in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds not needed for the operations of the LLC may be invested in short-term investments, including securities issued or fully guaranteed by U.S. government agencies, certificates of deposit of banks, bank repurchase agreements covering the securities of the U.S. government, commercial paper rated A or better by Moody's Investors Services, Inc., money market funds, interest-bearing time deposits in banks and thrift institutions and such other similar investments as the Manager may approve. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the LLC, and no other funds shall in any way be commingled with such funds. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Manager.

7.04 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year]; provided, however, that the last fiscal year of the LLC shall end on the date the LLC liquidates.

7.05 Tax Matters Partner. The Manager is hereby designated as the "tax matters partner" of the LLC. If at any time such person is not eligible under the I.R.C. to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Manager to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all duties of a tax matters partner under the I.R.C., and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE VIII

Transfers of Interests

8.01 General Restrictions on Transfer of Interests by Members.

(a) Except as provided in Section 8.05, below, no Member may Transfer his, her or its interest in the LLC (including without limitation, by resignation as a member of the LLC) unless:

(i) in the case of a Member that is not a Manager, the Manager shall have previously approved such Transfer in writing, the granting or denying of which approval shall be in the Manager's absolute discretion; and

(ii) in the case of a Member that is a Manager, unless such Transfer shall have been previously Consented to by the Members holding three fourths of the percentage interests of Members, which Consent may be granted or denied in the other Members' absolute discretion.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the

transfer by a Member which is a Manager, unless Consented to by Members holding two-thirds of the percentage interests of Members), would result in a termination of the LLC under I.R.C. § 708; or (iv) unless Consented to by the Manager (or, in the case of a transfer by a Member which is a Manager, unless Consented to by Members holding three fourths of the percentage interests of Members), would result in the treatment of the LLC as an association taxable as a corporation or as a “publicly-traded limited partnership” for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Manager for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), the assignee shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Net Profits, Net Losses and any items in the nature of income, gain, loss or deduction separately allocated to the Members, and distributions of cash or property or returns of capital to which its assignor would otherwise be entitled in respect of the interest assigned.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

- (i) the assignor gives the assignee such right;
- (ii) in the case of a Transfer by a Member which is not a Manager, the Manager approves such substitution, the granting or denying of which consent shall be in the Manager’s absolute discretion;
- (iii) in the case of a Transfer by a Member that is a Manager, the Members holding three fourths of the percentage interests of Members, acting by Consent, shall have approved such substitution, which approval shall specify whether such assignee shall assume the role and duties of Manager in respect of the assigned interest, and, if such assignee is not to assume such role and duties, that there is a least one remaining Manager; or, if there is no remaining Manager, the Members holding three fourths of the percentage interests of Members, acting by Consent, shall have elected to continue the LLC and, if they so desire, have selected a new Manager or Managers and entered into an agreement with such new Manager(s) as to their economic interests, if any, in the LLC, and their other rights, duties and responsibilities;
- (iv) the assignee pays to the LLC all costs and expenses incurred in connection with such substitution, including, specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the LLC’s current Certificate and/or Operating Agreement, if required; and
- (v) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by the Manager and such assignee, and such other instruments, in form and substance satisfactory to the Manager (or, if clause (iii) above is applicable, to the Members acting by Consent in connection with such substitution), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The LLC and the Manager shall be entitled to treat the record owner of any LLC interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Manager and recorded in the books of the LLC. The Manager may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any membership interest, or any portion thereof, be sold, transferred or assigned to a minor or

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not bind the LLC or the Manager.

(d) Any and all transfers of interest will be subject to state and Cannabis Control Commission approval.

8.02 *Withdrawal or Termination of the Manager.* Without the prior written Consent of the Members, no Manager may voluntarily resign, withdraw or retire as Manager from the LLC. Without limiting the foregoing, no Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after 60 days' written notice to all Members.

If a Manager has given such notice, such Manager shall not unreasonably withhold his, her or its approval of any proposed new Manager who has the Consent of Members holding two-thirds of the percentage interests of Members.

A Manager's status as a Manager may be terminated at any time by action of the Members (acting by Consent) and, if there are at the time other Managers, the approval of a *majority in interest* of such other Managers shall also be required. If the terminated Manager is also a Member, no such termination shall modify such person's rights or obligations as a Member.

8.03 *Additional or Substituted Manager.* Additional or substituted Managers may be selected from among the Members (or may be admitted, as both Managers and Members, to the LLC) at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest as may be approved by the approval of the Members holding two-thirds of the membership interests.

8.04 *Restrictions as to Certain Matters.* Every Transfer of an interest of a Member of the LLC permitted by this Article VIII shall be subject to the following restrictions:

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Manager may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(b) The Manager may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Manager that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Manager has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC (if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement) shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its interest; and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of five (5%) percent per annum, compounded monthly (but not exceeding the maximum rate permitted by law), and all costs and expenses of collection

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admitted as a Member or is already a Member, the Member transferring its interest shall be relieved of liability with respect to the transferred interest arising or accruing under the Agreement on or after the effective date of the transfer, unless the transferor affirmatively assumes such liability; provided, however, that the transferor shall not be relieved of any liability for prior distributions and Unpaid Contributions unless the transferee affirmatively assumes such liabilities.

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(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 interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or be on the books of the LLC, 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 Transfer an interest in the LLC in contravention of any 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 provisions of this Agreement concerning such transactions.

8.04A *Prohibited Transfers*. Any transfer in violation of any provisions of this Agreement and applicable state cannabis law shall be null and void and ineffective to transfer any interest in the LLC and shall not be binding upon or be recognized by the LLC, and any such transferee shall not be treated as or deemed to be a Member for any purpose. In the event that any Member shall at any time transfer its interest in violation of any of the provisions of this Agreement, the LLC and the other Members, in addition to all rights and remedies at law and equity, shall have and be entitled to an order restraining or enjoining such transaction, it being expressly acknowledged and agreed that damages at law would be an inadequate remedy for transfer in violation of this Agreement.

8.05 *Permitted Transfers*. The following Transfers shall be permitted without the approval of the Manager or Members otherwise required under Section 8.01:

(a) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or member(s) of the Immediate Family of the transferring Member.

(b) An interest of a Member may be transferred from time to time in connection with (i) any proceeding under the federal bankruptcy laws or any applicable federal or state laws relating to bankruptcy, insolvency, or the relief of debtors and subject to the requirements and provisions thereof, or (ii) a tax free reorganization, merger or consolidation of the LLC.

(c) An interest of a Member may be transferred from time to time to (i) the spouse, children, or

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other legal representative of a Member in case of its death or incapacity, and (iii) another Member.

8.06 Payments to Member upon Withdrawal. In the event of the death, bankruptcy or determination of disability or incompetence or other permitted withdrawal (an "Event of Withdrawal") of a Member during the term of this Agreement, the Company shall liquidate the interest in the Company of the Member to whom such Event of Withdrawal has occurred at the fair value of the Member's interest in the Company and in the manner, at the time, and upon the conditions set forth in this Section 8.07, with all payments made by the Company on account of such Member's interest in the Company to constitute payments made in liquidation of such interest within the meaning of Section 736 of the Internal Revenue Code of 1986, as amended (the "Code").

It is the intention of the parties hereto that all payments made in liquidation of the Member's interest in the Company as specified above shall be solely in exchange for the interest of the Member in property of the Company, including the goodwill of the Company, under section 736 (b) (1) of the Code, except that amounts, if any, attributable to unrealized receivables (as defined in Section 751 (c) of the Code) as of the date of the Event of Withdrawal shall be deemed to be made under Section 736 (a) (1) of the Code.

Notwithstanding anything to the contrary contained in this Section, the Members may by unanimous agreement, at the time an Event of Withdrawal occurs, provide for such other or additional terms and conditions as to determinations of value, schedules of payments and nature of payments, as they shall deem appropriate, such other or additional terms and conditions, if agreed to by all Members, to be in lieu of those set forth in this Section 8.07.

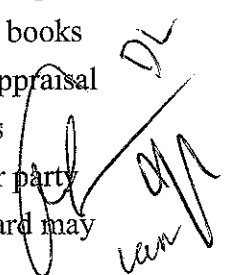
8.07 Right of First Refusal (LLC and Members).

(a) *Offers by a Member.* Any Member who desires to transfer (other than to a Permitted Transferee, or other than as a result of insolvency or bankruptcy, the foreclosure of any pledge or hypothecation, any other involuntary transfer or assignment or death, or otherwise by process of law, which shall be governed by the next succeeding paragraph) the whole or any portion of his, her or its interest as a Member of the LLC shall be under an obligation, before selling or otherwise transferring such interest, to offer such interest in writing to the LLC for liquidation by it at the then fair value of such interest and in such offer (and as an essential part thereof) to state the name and address of the proposed transferee and the price or consideration, if any, to be paid by such transferee, and to deliver to the LLC together with such offer, to be held and dealt with by it subject to the provisions established below, (i) the certificate or certificates, if any, representing such interest and (ii) an assignment, duly executed in blank by the Member, duly transferring such interest. The LLC may, at any time within 30 days after the receipt by it of any such offer, elect to accept such offer by so notifying the Member in writing. The LLC shall have an option to acquire all or (subject to the conditions hereinafter set forth) any part of the interest being offered at the price, terms and conditions set forth in the offer. The LLC shall have thirty (30) days from receipt of the offer in which to notify the Offeree of its election to purchase all of a portion of the interest being offered. If the LLC does not elect to purchase all of the offered interest, it shall so notify the other Members no later than five (5) days after the end of the said period, and the other Members may elect to purchase the balance of the offered interest on the same terms and conditions as the LLC as set forth herein, by giving

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cannot purchase any part of the offered interest unless they elect to purchase the entire interest subject to the offer. The Members electing to purchase shall have the right to purchase in proportion to their relative Membership Interests, or in such other manner as they may- agree to within the second 30-day period. Upon the LLC's election to accept any offer or exercise any option under these provisions, it shall be the obligation of the Member to make every reasonable effort to reach an agreement with the LLC as to the fair value of the Member's interest in the LLC.

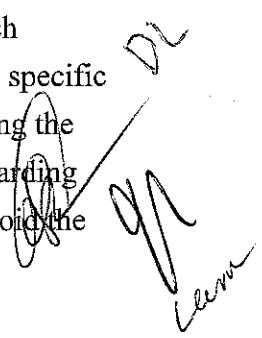
(b) *Determination of Fair Value.* If the LLC and the Member are unable within a period of 30 days from the date of the acceptance of an offer by the LLC under Section 8.07(a) hereof to agree upon the fair value of the Member's interest at the time of the offer, such fair value shall be determined by appraisal by a board of appraisers as hereinafter provided. In the event that such appraisal shall not have been initiated within a period of one year from the date of the acceptance of such offer by the LLC, such offer shall be deemed to have been withdrawn. Either the LLC or the Member may initiate the proceedings for such appraisal by written notice to the other and in such notice (and as an essential part thereof) shall designate the name and address of an appraiser willing to act. If either the LLC or the Member, as the case may be, shall fail, neglect or refuse within the time provided to designate a second appraiser willing to act, the other party shall have the right (upon not less than five days' prior written notice to the defaulting party, stating in such notice the time and place at which application is to be made) to make application to the Appointing Agent for the appointment of a second appraiser who shall for all purposes have the same standing and power as if said second appraiser had been seasonably appointed by such defaulting party. The two appraisers first appointed shall appoint a third appraiser, but if they shall fail, neglect or refuse to appoint a third appraiser within 10 days after the appointment of the second appraiser, either appraiser already appointed shall have the right (upon five days' prior written notice to the other appraiser, stating in such notice the time and place at which the application is to be made) to make application to the Appointing Agent for the appointment of a third appraiser. The third appraiser appointed by the Appointing Agent shall have the same standing and power as though he or she had been seasonably appointed by the two appraisers first appointed. Any appraiser appointed pursuant to these provisions may resign as such by written notice to both the LLC and the Member. If any designated appraiser refuses or ceases to serve for any reason, an appraiser to fill such vacancy shall be appointed by the party or by the two appraisers first appoint or by the Appointing Agent, as the case may be, whoever or whichever made the original appointment, or in case such authority making the original appointment fails, neglects or refuses to fill such vacancy, in the manner hereinbefore provided in case such authority had failed, neglected or refused to make the original appointment. The appraiser so appointed to fill such vacancy shall have the same standing and power as though originally appointed. The board of appraisers shall forthwith upon their appointment hear the parties and their witnesses and determine the fair value of the Member's interest at the time of the offer, provided that the only evidence, if any, as to the earnings of the LLC that shall be considered by the board of appraisers or taken into account by them in determining the fair value of the Member's interest at the time of the offer shall be the earnings as set forth on the books of the LLC. The board of appraisers shall also determine the apportionment of the costs of such appraisal between the Member and the LLC and shall notify in writing both the Member and the LLC of its determinations. Any determination by a majority of the board of appraisers shall be final. If either party shall fail, neglect, or refuse to appear at the hearings appointed by the board of appraisers, the board may

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(c) *No Discount Valuation.* The parties agree and intend that no discounts, reductions or offsets are to be made with regard to the valuation of the Corporation or the Purchase Price of the Ownership Interest due to lack of marketability, minority discount or any other method or principles used to reduce or discount the Fair Market Value of the Corporation and its Ownership Interest for purposes of this Agreement. The parties intend that the appraisal reflect the Fair Market Value of the Corporation immediately prior to the Triggering Event.

(d) *Settlement.* On or before the 60th day (hereinafter called the "Settlement Date") after the fair value of the Member's interest shall have been determined by agreement or by appraisal as herein provided, the LLC shall deliver to the Member in cash or by check an amount equal to 10 percent of the fair value of the Member's interest. Thereafter, on each quarterly anniversary of the date of such first payment, the LLC shall deliver to the Member an amount equal to 5 percent of the fair value of the Member's interest until the full fair value of the Member's interest has been paid to the Member. Any Member whose interest in the LLC is liquidated by the LLC under the provisions of this Section 8.07 shall cease to be a Member of the Settlement Date.

(e) *Classification of Payments Under Section 8.07(d).* It is the intention of the Member and the LLC that all payments made by the LLC on account of the Member's interest in accordance with this Section 8.07 shall constitute payments in liquidation of such interest within the meaning of Section 736 of the Code. It is the further intention of the Member and the LLC that such payments [shall be considered a distributive share to the Member of the Profits of the LLC under Section 736(a)(1) of the Code] or [shall be solely in exchange for the interest of the Member in the property of the LLC, including the goodwill of the LLC, under Section 736(b)(1) of the Code, except that amounts, if any, attributable to unrealized receivables (as defined in Section 751(c) of the Code) of the LLC as of the Settlement Date shall be deemed to be made under Section 736(a)(1) of the Code].

(f) *Failure of LLC to Liquidate Interest.* If LLC does not elect to accept the offer of a Member, or having accepted such offer, fails to liquidate the Member's interest pursuant to the terms hereof, the LLC shall forthwith return to such Member the certificate or certificates, if any, representing the Member's interest and the assignment delivered to the LLC by such Member together with such offer. Such Member may, prior to the expiration of 120 days from the date of such return by the LLC, sell or otherwise transfer the same to the transferee (and only that transferee) named in the offer, but such member may not do so after the expiration of said 120 days without again offering the Member's interest to the LLC for liquidation by it hereunder. Such return of any certificate or certificates and assignment to such Member after such acceptance shall not deprive such Member of any right which he, she or it may have to damages, specific performance or any other remedy for such failure to purchase, at law or in equity. Notwithstanding the foregoing, no transferee may become a Member other than upon compliance with Section 8 [regarding required consent of Member-Managers to admission of any Member to the LLC, necessary to avoid the characteristic of free transferability of interests']. 

provisions, to offer and to transfer any interest to the LLC or to transmit or to deliver to the LLC any certificate or certificates representing said interest and the assignment duly executed by such Member transferring in blank the interest, then so long as such default continues or until the interest is transferred to the LLC and retransferred by it, said interest shall not have any voting power or be entitled to any distributions hereunder. No transfer or other disposition of an interest in the LLC in violation of the provisions of this Section shall be valid or entitle any Member or any transferee of a Member to have any interest transferred upon the books of the LLC.

(h) *Miscellaneous Provisions.*

(i) Every Member and every person claiming through or under a Member shall be held by the fact of the acceptance of an interest in the LLC by such Member to have assented to the provisions of this Section 8.07 and to hold his, her or its interest subject thereto.

(ii) The LLC may at any time, and from time to time, waive its rights here-under as to any terest, in whole or in part, and to any extent.

(iii) Any action of the LLC in electing to liquidate or in liquidating or in requiring the transfer to it of any interest under the provisions of this Section 8.07, or in appointing appraisers, or in paying for an interest, or in waiving any of its rights hereunder, shall require and may be effected by a vote of a majority in number of the non- Transferring Member-Managers.

8.08 *Transfers of Interests by Member-Managers.* A transfer of an interest in the LLC by a Member-Manager shall transfer only the economic interests, rights, duties and obligations of the transferor in its capacity as a Member, and no transferee shall obtain as a result of any such assignment any rights as a Manager. A Member-Manager who transfers all (but not less than all) of its interests in the LLC as a Member shall be deemed to have tendered its resignation as a Manager to the LLC effective on the date of such transfer, and such resignation shall be deemed to have been accepted unless it is rejected within thirty (30) days thereafter.

ARTICLE IX

Miscellaneous

9.01 *Events Causing Dissolution.* The LLC shall be dissolved and its affairs wound up upon the following:

(a) the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash, and the Manager decides not to distribute all or substantially all of such noncash items to the Members;

(b) subject to the provisions of Section 9.02, the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member who is also a Manager;

(c) the election to dissolve the LLC made in writing by the Manager with the Consent of the Members;

(d) any consolidation or merger of the LLC with or into any entity, following which the LLC is not the

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[Signature]

(e) upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one affecting dissolution; except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member, except as provided in Section 9.01(b).

9.02 Continuation of the LLC. Notwithstanding the occurrence of an event specified in Section 9.01(b), the LLC shall not be dissolved, and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, acting by Consent, elect within 90 days after such occurrence to continue the LLC and the LLC's business, and designate from among the Members one or more Managers.

9.03 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until its Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The remaining Manager or, if there be none, a liquidator appointed with the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

9.04 Distributions upon Liquidation.

(a) After paying liabilities owed to creditors, the Manager or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such Manager or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as such Manager or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the liquidator shall cause the remaining net assets of the LLC to be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect all debits and credits required by applicable Treasury Regulations under I.R.C. § 704(b) for all events through and including the distribution in liquidation of the LLC), in proportion to and to the extent of such positive balances. In the event that any part of such net assets consists of notes or accounts receivable or other non-cash assets, the liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

10.01 *Notices*. Any and all notices under this Agreement shall be given in writing, and shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by certified mail, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received, if sent by any other method. To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books.

10.02 *Word Meanings*. Words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 *Binding Provisions*. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

10.04 *Applicable Law*. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

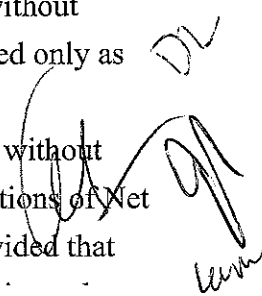
10.05 *Counterparts*. This Agreement may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

10.06 *Separability of Provisions*. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered valid from the effective date of such amendment or interpretation).

10.07 *Section Titles*. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 *Amendments*. Except as otherwise specifically provided in this Agreement, including, without limitation, in Sections 2.05, 3.02 and Article VIII, this Agreement may be amended or modified only as follows:

(a) By the Manager with the Consent of the Members, and any such amendment may include, without limitation, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members, provided that



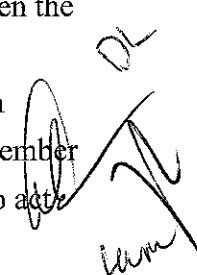
adversely affect the interest of any Member without the specific approval of such Member (except that an amendment adopted pursuant to Section 2.05 [or Section 3.02] may reduce a Member's interest in the LLC without such Member's specific approval); (y) if any provision of this Agreement provides for the approval or consent of a greater number of Members or of Members holding a higher percentage of the total Percentage Interests of the Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members or of Members holding such higher percentage of Percentage Interests; and (z) subject to clauses (x) and (y), above, any amendment to this Section 10.08 shall require the approval of Members holding not less than two-thirds of all Percentage Interests.

(b) By the Manager acting alone, to add to the LLC's duties or obligations or surrender any right or power granted to it herein; to cure any ambiguity, to correct or supplement any provision herein that may be inconsistent with any other provision herein; or to make any other provisions with respect to matters or questions arising under this Agreement consistent with the provisions of this Agreement; and to delete or add any provision of this Agreement required to be so deleted or added by any federal agency or state "blue-sky" commissioner or similar such official, which addition or deletion is deemed by such agency or official to be for the benefit or protection of the Members.

(c) By the Manager acting alone, to modify appropriate provisions of this Agreement, if the LLC is advised at any time by its legal counsel that the allocations of profits and losses and similar items provided for in Article V hereof are unlikely to be respected for federal income tax purposes, either because of the promulgation and adoption of Treasury Regulations under I.R.C. § 704 or other developments in applicable law. In making any such amendment, the Manager shall use its best efforts to effect as little change in the economic and tax arrangements among the Members as it shall determine in its sole discretion to be necessary to provide for allocations of profits and losses to the Members that it believes will be respected for federal income tax purposes. No such amendment shall give rise to any claim or cause of action by any Member or the LLC.

10.09 *Third-Party Beneficiaries*. The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member or Manager, in his, her or its capacity as such, who is a creditor) or other person (other than a Member or Manager in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member or Manager.

10.10 *Entire Agreement*. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Managers hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.



10.11 *Waiver of Partition*. Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the LLC, and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his, her or its interest, in or with respect to any assets or properties of the LLC. Each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

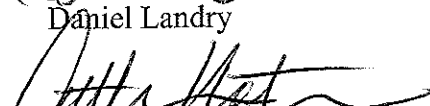
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

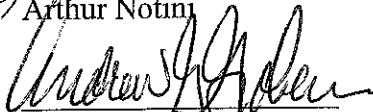
MANAGER:


Daniel Landry

MEMBERS:


Daniel Landry


Arthur Notini

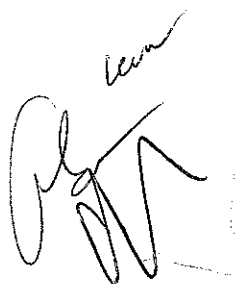

Andrew Graham


Lauren Ecklund-Malonis


SCHEDULE A

TO OPERATING AGREEMENT OF GROW TEAM GARDENS LLC MEMBERS

Names and Addresses of Members	Percentage Interest	Capital Contribution
Daniel Landry	51.01%	\$100,000.00



Arthur Notini	16.33%	\$200,000.00
Andrew Graham	16.33%	\$200,000.00
Lauren Ecklund-Malonis	16.33%	\$200,000.00
Total:	100%	\$700,000.00

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The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001359242

1. The exact name of the limited liability company is: GROW TEAM GARDENS LLC

2a. Location of its principal office:

No. and Street: 100 PLEASANT ST
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

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

No. and Street: 100 PLEASANT ST
 City or Town: DRACUT State: MA Zip: 01826 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:
CANNABIS CULTIVATION AND MANUFACTURING.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DANIEL LANDRY
 No. and Street: 50 SICARD AVE
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

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

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DANIEL LANDRY	50 SICARD AVE DRACUT, MA 01826 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	DANIEL LANDRY	50 SICARD AVE DRACUT, MA 01826 USA

9. Additional matters:

DISCLAIMER: UNTIL AND NOT BEFORE ENTITY HAS FINALIZED THESE LICENSES, GROW TEAM GARDENS LLC WILL NOT DISTRIBUTE OR MANUFACTURE ANY MARIJUANA OR RELATED PRODUCTS.

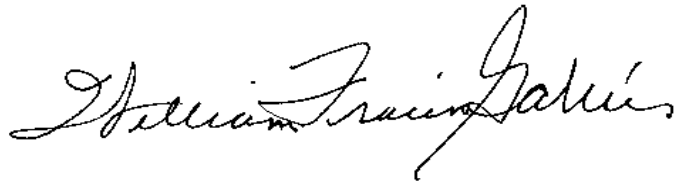
SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of December, 2018,
CARRI BROWN

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 26, 2018 05:29 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1415096192
Notice Date: July 19, 2019
Case ID: 0-000-803-238



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GROW TEAM GARDENS LLC
100 PLEASANT ST BLDG 19A
DRACUT MA 01826-4746

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

July 18, 2019

TO WHOM IT MAY CONCERN:

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

GROW TEAM GARDENS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 26, 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: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DANIEL LANDRY**



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

Plan to Obtain a Liability Insurance Policy

Grow Team Gardens LLC

Shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Grow Team Gardens has contacted an insurance broker, S2S Insurance Agents, that specialize in finding businesses like GTG insurance coverage. They have a network of insurance companies that would be willing to supply coverage for our operations. Our initial insurance application has already been submitted.

In addition to this, an initial application for coverage, has also been submitted to Cannasure a trusted expert and leading insurance provider in the cannabis and hemp industry



**S2S INSURANCE
SPECIALISTS**

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GROW TEAM GARDENS LLC

PROPERTY COVERAGE, GENERAL LIABILITY, PRODUCT LIABILITY

2 Quotes provided for review:
Admiral Insurance Company
Conifer Insurance Company

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Option #1 Admiral Insurance Company

Policy Terms and Conditions

Insurance Carrier

Admiral Insurance Company (Non-Admitted)

AM Best Rating: A+ XV

Policy Period

03/07/2019-03/07/2020

Coverage	Limit of Liability	Premium
Commercial General Liability- Marijuana Businesses - Claims Made	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products - Completed Operations Aggregate \$1,000,000 Personal/ Advertising Injury \$300,000 Damage To Premises Rented To You	\$ 14,950.00

*Merger & Acquisition Claims - \$1,500,000 Self Insured Retention

** Premium is exclusive of all Surplus Lines, Taxes and Fees

Rate: \$3.25 Per \$1,000 Gross Sales (\$4,600,000)

Total Aggregate Limit of Liability: \$2,000,000

Subjectivities:

Authorization of bindable terms and conditions subject to favorable review of the following:

1) Signed and dated Marijuana Liability Application by owner

2665 S. Bayshore Drive
6501 Congress Ave
Suite 1001
Suite 118
Coconut Grove, FL 33133

Boca Raton FL 33487

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- 2) Copy of all state and local licenses within 30 days
- 3) ACORD 125 Commercial Insurance Application-Applicant Information Section
- 4) ACORD 126 Commercial General Liability Section
- 5) TRIA Notice signed/dated by owner or senior officer

TO BIND: Need above information and copies of signed MA Affidavit of Assured

Terms & exclusions:

Subject: GROW TEAM GARDENS LLC

Business/Service: Cannabis Cultivator and processor

Retroactive Date: Inception

Minimum Retained Premium: Company to retain no less than 25% of the Minimum Term

Premium if the Insured cancels.

Quote is valid for 90 days, however, the quote is invalid if the current carrier is another WR Berkley Company.

Unless stated otherwise in this letter, this quote is for a one year policy period. This quotation may not include all terms and conditions requested.

PRIMARY GENERAL LIABILITY FORMS & ENDORSEMENTS

JA10010313 COVER JACKET - ADMIRAL INSURANCE COMPANY

DE20010700 COMMON POLICY DECLARATIONS

DE20021218 COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

CG00020413 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG20010413 PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

CG20110413 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - blanket coverage

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coverage

CG20120413 ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

Cannabis Control Commission

CG20150413 ADDITIONAL INSURED - VENDORS - blanket coverage

CG20180413 ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER - blanket coverage

CG20340413 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

CG21060514 EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

CG21351001 EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

CG21651204 TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION

CG21750115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

CG24260413 AMENDMENT OF INSURED CONTRACT DEFINITION

CG24500615 LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

IL00171198 COMMON POLICY CONDITIONS

IL00210702 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

AD07431211 KNOWN EVENT INCIDENT INJURY OR DAMAGE EXCLUSION

AD07460704 LIMITATION OF COVERAGE TO OPERATIONS PERFORMED IN DESIGNATED STATES - Massachusetts

AD08420216 BODILY INJURY REDEFINED

AD08680217 DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT (CAPPED AT \$5,000,000)

AD66000511 LEAD EXCLUSION (ABSOLUTE)

AD66010715 PUNITIVE DAMAGE EXCLUSION

AD66080705 ASBESTOS EXCLUSION (ABSOLUTE)

AD66090295 MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT

AD66110511 DEDUCTIBLE LIABILITY INSURANCE

AD67720617 PRIOR PRODUCTS AND OPERATIONS EXCLUSION

AD68740915 ADDITIONAL INSURED TRADE SHOW SPONSOR AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

AD68760211 MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS EXCLUSION EXCEPT BODILY INJURY CAUSED BY YOUR PRODUCT

AD68891213 SPECIAL JOINT FORM CLAIMS MADE

AD69160215 FIREARMS EXCLUSION ABSOLUTE

AD69530118 HEALTH HAZARD EXCLUSION (LIMITED) - MARIJUANA BUSINESSES

AD69550718 LIMITATION OF COVERAGE TO OPERATIONS CONDUCTED AT DESIGNATED CANNABIS CULTIVATION PREMISES – 100 Pleasant St Bldg 19A, Dracut MA 01826

AD69560718 DESIGNATED PRODUCTS EXCLUSION - PRODUCTS RELATED TO ELECTRONIC CIGARETTES, VAPORIZERS AND SIMILAR DEVICES (MARIJUANA BUSINESSES)

AD66620705 SILICA EXCLUSION (ABSOLUTE)

AD66690905 SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY

AD67380607 AUTO EXCLUSION (ABSOLUTE)

AD67480511 INTELLECTUAL PROPERTY EXCLUSION (AMENDED DEFINITION OF PERSONAL AND ADVERTISING INJURY)

AD67600415 PREMIUM BASIS DEFINITION-GROSS SALES

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AD67690413 ELECTROMAGNETIC RADIATION EXCLUSION

AI08010115 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE
COVERAGE

AI08440416 LIMITATION OF EXTENDED REPORTING PERIODS (CGL Coverage Form) 300%
for two years

AI44020818 SERVICE OF SUIT

TRIA: Available for an AP of \$748 plus taxes and fees.
See attached Terrorism Disclosure AI08010115

Conifer Insurance Company

Policy Terms and Conditions

Insurance Carrier

Conifer Insurance Company A.M. Best Rated A- Excellent

Policy Period

3/6/2019-3/6/2020



Coverage	Limit of Liability
Property - Wind and Hail Ded 2% AOP \$5,000/ Business Personal Property	Actual Cash Value/\$350,000
General Liability	\$1,000,000/\$2,000,000 Limit
Products/Completed Operations	\$1,000,000/\$1,000,000

Total Aggregate Limit of Liability: \$2,000,000

Total Annual Premium \$9,596.00 (exclusive of all surplus line taxes and fees)

Pending & Prior Litigation Date: Inception Date

Discovery Period: One Year at 200% of annual premium

Subjectivities:

Quoted is Subject to fully completed and signed Acord application 125,126,140 Prior to binding

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Need Proof of Central Alarm for theft Coverage a bind

Policy Forms & Endorsements

CICS0S (06-14) Service of Suit
CICPRIV01 (10-15) Privacy Policy
IL0003 (07-02) Calculation of Premium
IL0017 (11-98) Common Policy Conditions Marijuana Risk Warranty
CP0010 (06-07) Building and Personal Property Coverage Form
CP0090 (07-88) Commercial Property Conditions
CP0140 (07-06) Exclusion of Loss due to Virus or Bacteria
CP1032 (08-08) Water Exclusion Endorsement
IL0031 (01-06) Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
IL0935 (07-02) Exclusion of Certain Computer Related Losses
IL0953 (01-15) Exclusion of Certified Acts of Terrorism
CICP07 (05-16) Non-Structural Hail Loss Limitation Endorsement
CP0321 (06-95) Windstorm or Hail Percentage Deductible
CP1030 (06-07) Causes of Loss - Special Form
CP1211 (10-00) Burglary and Robbery Protective Systems
IL0415 (04-98) Protective Safeguards EndorsementCG0001 (04-13) Commercial General Liability Form
CG0068 (05-09) Recording and Distribution of Material or Information In Violation of Law Exclusion
CG2101 (11-85) Exclusion -Athletics or Sports Participants
CG2106 (05-14) Exclusion -Access or Disclosure of Confidential or Personal Information and Data - Related Liability - with Limited Bodily Injury Exception
CG2109 (06-15) Exclusion - Unmanned Aircraft
CG2132 (05-09) Communicable Disease Exclusion
CG2139 (10-93) Contractual Liability Limitation
CG2146 (07-98) Abuse or Molestation Exclusion
CG2147 (12-07) Employment-Related Practices Exclusion
CG2149 (09-99) Total Pollution Exclusion
CG2166 (06-15) Exclusion - Volunteer Workers
CG2167 (12-04) Fungi and Bacteria Exclusion
CG2173 (01-15) Exclusion of Certified Acts of Terrorism
CG2175 (01-15) Exclusion of Certified Acts of Terrorism and Exclusion Of Other Acts of Terrorism Committed Outside The United States
CG2176 (01-15) Exclusion of Punitive Damages as a Result of Certified Acts of Terrorism
CG2186 (12-04) Exclusion - Exterior Insulation and Finish Systems
CG2196 (03-05) Silica or Silica-Related Dust Exclusion
CIGL01 (04-10) Exclusion - Lead Paint
CIGL02 (04-10) Exclusion -Asbestos
CIGL05 (05-17) Animals Exclusion
CIGL21 (01-14) Cross Suits Exclusion
CIGL32 (01-14) Minimum Earned Premium Endorsement

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CIGL34 (08-14) Firearms Exclusion
CIHC01 (10-15) Biological or Chemical Materials Exclusion
CIHC02 (08-15) Seepage And/Or Pollution And/Or Contamination Exclusion
IL0021 (09-08) Nuclear Energy Liability Exclusion Endorsement
CG2104 (11-85) Products/Completed Operations Hazard Exclusion
CG2116 (07-98) Exclusion-Designated Professional Services
CG2144 (07-98) Limitation of Coverage to Designated Premises
CIGL03 (09-10) Exclusion -Assault & Battery
CIHC05 (06-18) Massachusetts Cannabis Operations Products-Completed Operations Liability Policy



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Executive Summary

Grow Team Gardens ownership and staff want to translate their skills, and CEO/Manager Dan Landry's marijuana industry knowledge as an indoor garden supply business owner, medical marijuana caregiver to build a craft cannabis brand, where he can shape the product and consumer experience, "nose to tail." That means controlling everything from cultivation to distribution. This process would typically entail multiple licenses, properties and start-up costs, but under a micro-business license proposed by the State of Massachusetts, Grow Team Gardens would be able to submit just a single application. This entry level license category is designed for small businesses like GTG to be able to enter the cannabis market.

Company Description - Cannabis Cultivation and Manufacturing Facility

Think **Craft**;

1. "**Craft**" is associated with "small", "handmade" and "artisan"
2. "**Craft**" is associated with higher quality whether it's beer, spirits or in this case cannabis. There is a direct correlation between the word "craft" and higher price points in the beer, spirits and cider worlds.

Grow Team Gardens will produce and wholesale the best quality, craft cannabis products to state and local licensed dispensaries and manufacturers.

The plan will be carried out in multiple phases. Phase I focuses on build out, cultivation, processing, and providing a wholesale product for the various retail locations in MA.

Phase II is expansion, there is space available for us to grow into at our location. We would like to build a commercial grade kitchen and expand further into the edibles market, as well as expanding our extraction footprint and plant canopy space.

Phase III will spread into the home delivery market as it becomes legally applicable. Cannabis establishments with micro business licenses could receive priority approval once the Cannabis Control Commission puts forth the regulations that allows home delivery. This priority term may last up to 5

years, allowing a significant amount of time without major competitors to build up the delivery division of the company.

When GTG is fully operational, at its proposed location, its estimated that Grow Team Gardens will harvest 1,500 pounds of dry, ready to market flower, and produce 41 pounds of cannabis concentrates per year. These numbers will increase as the business expands. Additionally GTG can purchase up to 1,500 pounds/year of cannabis from other licensed operators in the state of MA to be processed by GTG and sold in retail locations. This will allow GTG to start manufacturing operations immediately following license approval.

Goals & Objectives

Main Goals

- To build a successful cultivation/manufacturing operation and build a recognizable brand in the rapidly growing cannabis industry.
- Operate a safe and secure facility
- To be fully compliant and transparent with all state and local municipalities
- Cultivating and manufacturing a consistent, quality product
- Be primed and ready for expansion as federal laws adjust and evolve to the benefit of the cannabis industry.

Mission

- To grow one of the top recreational craft cannabis products, using efficient best practice methods
- To establish an innovative cannabis product brand with high demand to Massachusetts Marijuana manufacturers and retailers.

Main Objectives

- Getting the Massachusetts Cannabis Micro-business License and build a successful commercial cultivation and processing facility.
- Net annual income to support operational expenses and expansions.
- Monthly sales and capacity increasing steadily throughout the first years.
- Company to participate in and profit from cannabis cultivation, processing and eventually delivery under the MA Marijuana Micro-business license.

Keys to Success

- Focusing on producing unique, high quality, cannabis products.
- Maintaining a nimble operational structure and cultivating strong relationships with retailer and manufacturers that will allow us to quickly respond to shifting customer needs.
- Working in conjunction with the local community to foster good will and understanding of the benefits cannabis businesses provide to the community.

Products & Services

Our core product line will be craft, high quality cannabis and cannabis concentrates, produced in house in a clean production facility ensuring the purity, potency, and dosage. Grow Team Gardens plans to be as sustainable as possible by using the entirety of the cannabis plant; we will produce a variety of cannabis flower and a wide range of cannabis concentrates.

The three primary methods of cultivation - outdoor, greenhouse and indoor - have different production profiles.

The cons of outdoor growing include:

- Growing location is government regulated
- Lack of climate and pest control
- Unpredictable New England weather

Main greenhouse cons include:

- Maintaining proper ventilation and air flow
- Growing location government regulated
- Security

Due to the short growing season, the zoned locations available to us, and our wish to provide consistently high-quality, uncontaminated cannabis; GTG intends to build an indoor cultivation and production facility. This will allow

us to create a secure facility, perpetual harvest cycle and produce our high quality products, year round.

GTG will have the ability to flower/vegetate up to 5000 square feet of plant canopy space at a time. Will grow up to 8 different strains of marijuana per harvest cycle, and will have the ability to grow from seedling to finished product; as well as, sustainably produce numerous products using the entirety of the cannabis plant.

The main features and benefits of our products:

- The medicinal effects of Cannabis are vast and well noted. Cannabis can be used for pain relief, anxiety, stress, decreased appetite, insomnia, cancer treatment, and relief from side effects of chemotherapy, PTSD and more.
- The recreational physical and mental benefits include a calming rather than inebriating effect, enhances sexual pleasure, improves sleep without any side effects typical of alcohol or prescription drugs, increase in creativity and philosophical thinking.
- The benefits of medicinal and recreational cannabis offer a new generation of young and old the opportunity to be able to take advantage of this superior botanical.
- The use of hemp (the by product of cannabis) brings a whole new sustainable material to the eco-friendly table. Hemp can be used to make paper, clothing, food and so much more.

EXTRACTS

Grow Team Gardens will produce concentrates, using the excess trim and flower from its own harvest as well as sourcing material from trusted licensed entities in the state of MA. Most cannabis cultivators either sell trim to manufacturers or discard most of the excess trim. With the micro-business license, GTG will be able to produce and manufacture our own extracts in house. When GTG is in full operation, GTG will produce approximately 3,750 grams of extract every harvest, yielding \$150,000 per harvest cycle. At 5 harvests a year at a base rate of \$40/gram. That is an additional \$750,000 in revenue.

Marketing

Market Analysis

Massachusetts Population 6.86 million

GTG plans to supply any adult-use retailer, distributor, manufacturer & potentially social consumption operators within the borders of Massachusetts with marijuana and marijuana products.

A recent study conducted has shown that 28% of adult MA residents have used Marijuana in the last 30 days. Up 3% from just 6 months ago and expected to keep climbing as recreational market expands.

After Colorado legalized recreational marijuana, between 2015-2016, sales increased by 50% in the legal market. Colorado legal Marijuana market topped \$1.5 billion in sales in 2018 and is expected to keep climbing every year for the foreseeable future. Massachusetts has over a million more citizens than Colorado.

With a rapidly expanding market the demand for legal marijuana and marijuana products will be high while supply will remain low. Healthy profit margins should be expected

Massachusetts borders 5 states without recreational cannabis legalized. We expect an influx of cannabis tourism in the state, similar to Colorado, who saw a 7% increase in tourism the year after legalizing recreational cannabis.

Residents of bordering states will likely come to Massachusetts to purchase products

New Hampshire Population 1.34 million

Connecticut Population 3.58 million

Rhode Island Population 1.06

New York Population 8.6 million

Vermont Population 623,000

With the introduction of recreational marijuana sales, the industry is projected to have a significant impact on the Massachusetts economy. The first day of sales recorded \$2.2 million just from 2 retail outlets. Under this projection, marijuana sales would generate \$160 million in taxes per year. Total annual sales are projected to grow to as much as \$1.7 billion in Massachusetts by 2021 and combined state and local tax collections are projected to be approximately \$240 million in fiscal 2021. More than 17,000 full and part-time jobs are expected to be created by the marijuana industry in Massachusetts.

Marketing Strategy

Because marijuana is still illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products. Instagram has been a great free marketing tool for many cannabis companies. Posting pictures of products with links to where the products can be purchased. We intend to follow that marketing strategy. Google, Facebook and Twitter all have advertising policies against cannabis advertising due to federal regulations. Alternatively, we plan to advertise through online cannabis publishers (ie. Leafly, Weed Maps, Sensi Magazine, High Times, Maximum Yield, Cannabis Now, Skunk Magazine etc.), at industry conferences and events, magazines, direct customer email, local mailings, and community groups.

Location

Lowell, Massachusetts

Start-up Requirements

CAPEX	Q1	Q2	Q3	Q4
Security System/ Alarm/ Fire/Camera System	65,000			
Computers/ Printers	6,000			
software	5000			
fire suppression	50,000			
Site work	3000			
Office furniture	2000			
grow supplies	10,000			
Labor & contingency	100000			
New construct	20,000			
bank application	5000			
generator	15,000			
fans	3,400			
irrigation	8000			
Grow Lights	135,000			
HVAC	150,000			
Dehumidifiers	35,000			
Floor/paint/ Labor	20,000			
shelves/racks	6000			
Ventilation and Air Purification	10,000			
soil & fertilizers	35,000			
Packaging	15,000			
Extraction	80,000			
pallet racks/ trays/soil beds	45,760			
build out/ walls/ improvements	70,000			
Electrical	180,000			
Architect/ Engineers	53,000			
Total	1127160	0	0	0

Start Up Summary

Financial Summary

- GTG will receive investments and self fund its start-up costs and 4 months OPEX.
- GTG will begin production of manufactured cannabis products on the first day of licensed operation. Materials will be sourced from other MA licensed cultivators, manufactured and sold to other MA licensed retail operators.
- Sales expected to start conservatively the first few months and increase steadily through the third and fourth quarters of the first year of operations.
- Cash will be retained in the business to cover cash operating needs as well as future expansion to meet the demands.
- After the first year of operations, it is expected that we will be able to trim general expenses slightly through realizing business efficiencies, gaining operational experience.

Start-up Requirements-1

OPEX	\$	Q1	Q2	Q3	Q4
Utilities (Electric, Gas, Water)		29,340	45,321	54,421	44,794
insurance		4000	4000	4000	4000
Building (Rent) & tax		34,452	34,452	34,452	34,452
Direct Labor		46,800	76,800	76,800	76,800
Packaging & Lab Testing		20,000	50,535	58,764	64,764
Legal Fees/ Licensing & Accounting		2300			5000
Cultivation supplies		10,000	8,000	13,000	10,000
Seeds			-	-	-
Salaries and Benefits		39,750	39,750	39,750	44,750
Marketing and Sales Expenses		3,500	4,000	10,000	10,000
Miscellaneous		2,500	2,500	2,500	2,500
1048747		192642	265358	293687	297060

Organization and Training

The Team

Dan Landry

General Manager/ Director of Cultivation

- 15 years business management
- 12 years restaurant management, food sanitation & safety training
- 6 years state licensed Medical Marijuana caregiver

- 4 years Cannabis cultivation & extraction consultant
- 4 years Custom Hydroponic System design & build
- 3 years Hydroponic & Indoor Cultivation Supply Business Owner
- 3 years grow room design & build (Air purification, Lighting, HVAC. etc)
- 3 years cannabis education and advocacy
- 2 years MA 935 CMR 500 regulations consultant
- Member of Mass Cannabis Business Association (MCBA)

Special Skills:

- Hands on strong leadership, Sales & Marketing
- Cannabis Industry networking, trends & analysis
- Chef
- Cultivation & Extraction

Jenilee M. Doyle

Director of Administration

- 13 years Office administrator/ Legal assistant
- 3 year Medical Marijuana card holder
- 1 year Cannabis education and advocacy

Expertise:

- Administrative Support
- Office Management
- Front End Reception
- Executive Assisting
- Medical Marijuana
- Cannabis Products
- Planning & Scheduling
- Business Communications

- Ordering & Purchasing
- Budgeting & Cost Control
- Inventory Management
- Records & Documentation
- Performance Monitoring
- Training & Team Building

Education

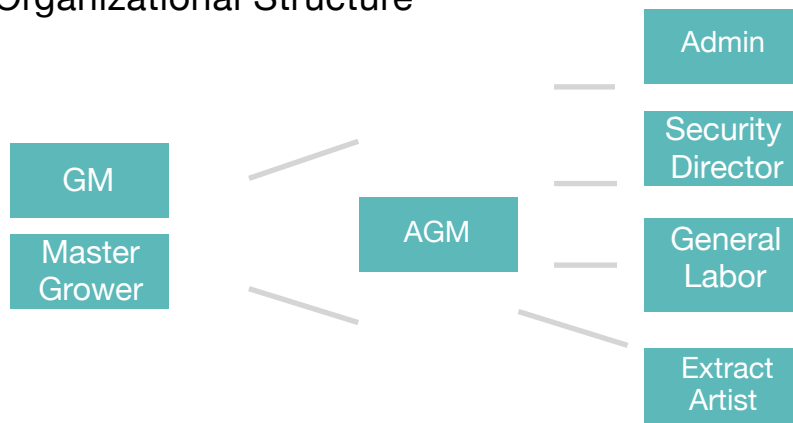
Middlesex Community College – Bedford, MA 5/2009

Associate of Liberal Science, Paralegal Studies GPA - 3.71

Affiliations: Phi Theta Kappa, International Honor Society

Additional Attainment: Notary Public, Commission Expires 1/2022

Organizational Structure



Position	Year 1	Year 2	Year 3	Annual Salary
General Manager	1	1	1	\$65,000
Director of Cultivation	1	1	1	\$65,000
Assistant GM	1	1	1	\$50,000
Flowering Agent	3	4	5	\$15/hr
Vegetative Agent	1	1	2	\$15/hr
Cloning/Mother Agent	1	1	1	\$15/hr
Trimmers	20	20	20	\$13/hr
Processing Agent	1	1	1	\$15/hr
Director of Administration	1	1	1	\$45,000

Training Plan

1. Train employees at time of hire on business operations and compliance
2. Train employees regularly after hire (minimum of 8 hours/year)
3. Training plan and training log will be available for inspection on the licensed premises.
4. Any person entering data into the seed to sale tracking system will be trained by the STS administrator of the license.
5. All individuals will be required to have a valid Marijuana Worker Permit, complete the required training and maintain their permit while working for the licensee.

Job Descriptions

General Manager - Responsible for all employees, Scheduling, hiring, HR, payroll, ordering, accounts receivable, billing, sales, training, marketing, safety training

Director of Cultivation- Tracking production and expenses, training and supervising grow team, strain selection, breeding, extraction methodology , extraction, R&D, market analysis, market trends, growing techniques, lighting and ventilation, marketing, inventory & ordering, quality control

Assistant GM - General GM duties and Supervisor. GM and Master Grower right hand man, All GM duties when GM is not around

Cloning & Mother Plant Agent - Responsibilities for clone and mother plant rooms include, cloning, training, pruning, IPM, watering, fertilization, plant tracking, plant inspection and sanitization

Vegetative Agent- Responsible for their designated vegetative area in all areas of plant maintenance including pruning, transplanting, plant tracking, watering, fertilizing, IPM, plant inspection, sanitization

Flowering Agent - Responsible for their designated flowering area in all areas of plant maintenance including, pruning, training, plant tracking, watering, fertilizing, IPM, plant inspection, sanitization, harvesting

Trimming Agent - Will be on an as needed basis, during harvests. Trimmers will be responsible for manicuring the flowers to a market ready standard while maintaining proper sanitary protocols.

Processing Agent - Extraction, processing, equipment testing and maintenance , training, equipment sanitation, marketing, inventory, quality control

Director of Administration- Clerical duties, answering incoming inquiries, managing appointment calendars, filing, managing our companies general administrative activities, book keeping

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<i>Revenue</i>	4,635,300	5,387,844	5,983,364	6,576,000	7,890,000
<i>Direct Costs/ OPEX</i>	1,058,747	1,185,832	1,270,000	1,606,475	2,502,125
Gross Profit	3,576,553	4,202,012	4,713,364	4,969,525	5,387,875
<i>% of revenue</i>	58%	63%	66%	67%	69%
<i>Legal Fees & Licensing & other initial costs for setting up</i>	2250	3,250	3,250	4,250	4,250
<i>Licensing, accounting & other legal fees</i>	-	5,000	10,000	10,000	10,000
<i>Other Overheads</i>	10,000	10,000	10,000	10,000	10,000
<i>Total Sales & Marketing Expenses</i>	27,500	41,451	43,453	44,890	45,976
<i>Total Operating Expense</i>	39,750	59,701	66,703	69,140	70,226
Operating Income (EBITDA)	3,536,803	4,142,311	4,646,661	4,900,385	5,317,649
<i>% of revenue</i>	55%	66%	69%	70%	70%
<i>Depreciation and Amortization</i>	22,653	22,653	22,653	22,653	22,653
Earnings Before Interest & Taxes (EBIT)	3,514,150	4,119,658	4,624,008	4,877,732	5,294,996
Impact fee - 3%	139,059	161,635.32	179,500.92	197,280	236,700
Net Income*	3,375,091	3,958,022.68	4,444,507.08	4,680,452	5,058,296
<i>% of revenue</i>	34%	41%	42%	43%	43%
<i>*If delivery license is obtained in YEAR 2, forecast a 20% increase in Net Income</i>	-	4,749,627.216	5,333,408.496	5,616,542.4	6,069,955.2

Cash Flow Statement

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<i>Net Income</i>	3,383,499	3,998,022	4,444,507	4,680,452	5,058,296
<i>Cash Flow from Operations</i>					
<i>Depreciation</i>	22,653	22,653	22,653	22,653	22,653
<i>Change in Receivables</i>	-	-	-	-	-
<i>Change in Inventory</i>	-	-	-	-	-
<i>Change in accounts Payable</i>	-	-	-	-	-
<i>Change in Accrued Expenses</i>	-	-	-	-	-
<i>Total Cash Flow from Operations</i>	3,406,152	4,020,675	4,467,160	4,703,105	5,080,949
<i>Cash From from Investing</i>					
<i>Capital Expenditures (CPEX)</i>	1,127,160				
<i>OPEX - 4 months</i>	321,625				
<i>Total Cash Flow from Investing</i>	1,448,785				
<i>Cash Flow from Financing</i>					
<i>Revolver Issuance / (Repayment)</i>					
<i>Long-Term Debt Issuance / (Repayment)</i>					
<i>New Equity Investments</i>					
<i>Dividends</i>					
<i>Total Cash Flow from Financing</i>					
<i>Total Change in Cash</i>	4,854,937	4,020,675	4,467,160	4,703,105	5,080,949
<i>Beginning Period Cash</i>	-	4,854,937	8,875,612	13,342,772	18,045,877
<i>Ending Period Cash</i>	4,854,937	8,875,612	13,342,772	18,045,877	23,126,826

Balance Sheet

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<i>Assets</i>					
<i>Current Assets</i>					
<i>Cash</i>	4,854,937	8,875,612	13,342,772	18,045,877	23,126,826
<i>Recievables</i>					
<i>Inventory</i>					
<i>Total Current Assets</i>	4,854,937	8,875,612	13,342,772	18,045,877	23,126,826
<i>Long Term Assets</i>					
<i>Property Plant & Equipment (PPE), gross</i>	1,127,160	1,127,160	1,127,160	1,127,160	1,127,160
<i>Accumulated Depreciation of PPE</i>	(25,344)	(50,688)	(76,032)	(101,376)	(126,720)
<i>PP&E, net</i>	1,101,816	1,076,472	1,051,128	1,025,784	1,000,440
Total Assets	5,956,753	9,952,084	14,393,900	19,071,661	24,127,266
Liabilities					
<i>Current Liabilities</i>					
<i>Long Term Liabilities</i>					
Total Liabilities					
Equity (see funding rounds sheet)					
<i>Current Period Net Income</i>	5,956,753	9,952,084	14,393,900	19,071,661	24,127,266
<i>Plus Prior Period Retained Earnings</i>					
<i>Current Period Retained Earnings</i>	5,956,753	9,952,084	14,393,900	19,071,661	24,127,266
<i>Total Equity</i>	5,956,753	9,952,084	14,393,900	19,071,661	24,127,266
Total Liabilities and Equity	5,956,753	9,952,084	14,393,900	19,071,661	24,127,266

Ratio Analysis

Ratio Analysis	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	AVG.
<i>Return on Equity</i>	55%	45%	33%	25%	20%	35.6%
<i>Return on Assets</i>						
<i>Return on Sales</i>	55%	65%	68%	69%	69%	65.2%
<i>Asset turnover</i>	1.64	1.11	0.77	0.59	0.48	0.918
<i>Profitability</i>						
<i>Gross margin</i>	68%	74%	75%	76%	76%	73.8%
<i>SG&A as % of sales</i>	3.5%	3.5%	3.4%	3.4%	3.4%	3.44%
<i>Operating Margin</i>	56%	66%	69%	70%	70%	66.2%

Financial Records

Grow Team Gardens LLC

Shall keep on file in a secured, locked location

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

Records of a Marijuana Establishment must be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles.

Personal Policies

Grow Team Gardens LLC

Provides equal opportunities regardless of race, religion, ethnicity, sexual orientation or other factors resulting in discrimination

Background Checks

(1) 935 CMR 500.802 shall apply to GTG agents or applicants in their capacity as employees or volunteers for GTG pursuant to 935 CMR 500.100 and shall be used by the GTG Manager registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining suitability for registration as a marijuana establishment agent with the licensee.

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

(2) For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030(1):

- (a) all conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- (b) all criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability.
- (c) where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802: Tables B through D commence upon the date of disposition;

provided, however, that if disposition results in incarceration in any institution, the look back period shall commence upon release from incarceration.

(3) All suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800.

(4) GTG Employees will be subject to a CORI once a year to ensure no new offenses have occurred

Professional Conduct

This company expects its employees to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action

Dress Code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position. Employee uniforms will be provided for the Grow Team.

Payday

Paychecks are distributed every week, on Friday after 8:00 a.m., based on timesheets submitted two weeks prior. If the pay date lands on a holiday, paychecks will be distributed on the closest business day before the holiday.

Non disclosure agreements

Upon hire, employees will be asked to sign a non disclosure agreement pertaining to all company inner workings.

Privacy

Employees and employers share a relationship based on trust and mutual respect. However, the company retains the right to access all company property including computers, desks, file cabinets, storage facilities, and files and folders, electronic or otherwise, at any time. Employees should not entertain any expectations of privacy when on company grounds or while using company property. Grow Team Gardens will maintain all employee records and information in a safe and secure area.

General Attendance

The company maintains normal working hours of 8 a.m. to 5 p.m. Hours may vary depending on job responsibilities. Supervisors will provide employees with their work schedule. Should an employee have any questions regarding his/her work schedule, the employee should contact the supervisor. The company does not tolerate absenteeism without excuse. Employees who will be late to or absent from work should notify a supervisor in advance, or as soon as practicable in the event of an emergency. Chronic absenteeism may result in disciplinary action. Employees who need to leave early, for illness or otherwise, should inform a supervisor before departure. Unauthorized departures may result in disciplinary action.

Tardiness

Employees are expected to arrive on time and ready for work. An employee who arrives 5 minutes after their scheduled arrival time is considered tardy. The company recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited, and may be subject to disciplinary action.

Breaks

When working conditions permit, and pending a supervisor's approval, employees are entitled to one paid 15 minute break for every 4 hours worked. Meal periods are for 30 minutes, are unpaid, and must be approved by a supervisor.

Vacations

The company provides, as a benefit, paid vacations for its eligible employees. Forward requests for time off in advance to a supervisor, who may approve or deny the request based on company resources. The company is flexible in approving time off when doing so would not interfere with company operations. Vacation days are granted only in full hourly units (ex. - 3 hours, NOT 2 hours 50 minutes). A regular employee is eligible to receive paid time off after 3 months of full-time service. Accrued time off may be taken after 12 months. Employees must earn and accrue vacation benefits before they may be used. Employees should consult Human Resources regarding the amount of vacation leave they accrue each pay period. Any remaining accrued time off may be accumulated or carried forward into the next year, but cannot exceed 10 days of carryover. Vacation benefits do not accrue during any period of extended leave of absence.

Sick Leave

Situations may arise where an employee needs to take time off to address medical or other health concerns. The company requests that employees provide notification to their supervisor as soon as practicable when taking time off. Sick days are granted on a [paid/unpaid] basis to regular employees. Employees may consult a Supervisor regarding the amount of (paid) sick leave provided each year. Sick days may not be carried over into the next year. Abuse of this policy may result in disciplinary action.

Family and Medical Leave Act Leave

The company offers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee may be eligible for an 11 unpaid family and medical leave of absence under certain circumstances, if the employee works within a seventy-five (75) mile radius of fifty (50) or more company employees. Under the federal FMLA, a person who has worked as an employee of this company for at least 1,250 hours for twelve months is eligible for FMLA leave. Up to twelve weeks of unpaid leave per year is available for the following reasons:

- The birth of a child and to care for the newborn child;
- Placement of a child into adoptive or foster care with the employee;
- Care for a spouse, son, daughter or parent who has a serious health condition; or
- Care for the employee's own serious health condition.

If the need for leave is foreseeable, employees should notify a supervisor 30 days prior to taking FMLA leave. If the need for FMLA leave arises unexpectedly, employees should notify a supervisor as soon as practicable, giving as much notice to the company as possible. Employees may be required to provide: medical certifications supporting the need for leave if the leave is due to a serious health condition of the employee or employee's family member; periodic recertification of the serious health condition; and periodic reports during the leave regarding the employee's status and intent to return to work. Employees must return to work immediately after the serious health condition ceases, and employees who have taken leave because of their own serious health condition must submit a fitness-for-duty certification before being allowed to return to work.

Leave may be taken on an intermittent or reduced schedule to care for an illness; yet, may not be taken intermittently for the care of a newborn or newly adopted child. When leave is taken intermittently, the company may transfer the employee to another position with equivalent pay and benefits, which is better suited to periods of absence. Subject to certain conditions, the employee or the company may choose to use accrued paid leave (such as sick leave or vacation leave) concurrent with FMLA leave.

The company will maintain group health insurance coverage for an employee on family and medical leave on the same terms as if the employee had continued work. If applicable, arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The company may recover premiums paid to maintain health coverage for an employee who fails to return to work from family and medical leave.

Holidays

The company observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving
- Christmas Day

Holidays are observed on a [paid/unpaid] basis for all eligible employees. [Full time employees are eligible for paid holiday benefits.]

Work Performance

Expectations The company expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination. At a minimum, staff shall receive eight hours of on-going training annually.

Reviews The company may periodically evaluate an employee's performance. The goal of a performance review is to identify areas where an employee excels and areas that need improvement. The company uses performance reviews as a tool to determine pay increases, promotions and/or terminations.

All performance reviews are based on merit, achievement and other factors may include but are not limited to:

- Quality of work
- Attitude
- Knowledge of work
- Job skills
- Attendance and punctuality
- Teamwork and cooperation
- Compliance with company policy
- Past performance reviews
- Improvement
- Acceptance of responsibility and constructive feedback

Employees should note that a performance review does not guarantee a pay increase or promotion. Written performance evaluations may be made at any time to advise employees of unacceptable performance. Evaluations or any subsequent change in employment status, position or pay does not alter the employee's at will-relationship with the company. Forward any questions about performance expectation or evaluation to the supervisor conducting the evaluation.

Insubordination

Supervisors and employees should interact with mutual respect and common courtesy. Employees are expected to take instruction from supervisors or other persons of authority. Failure to comply with instructions or unreasonably delaying compliance is considered

insubordination. Acts of insubordination are subject to disciplinary action, up to and including termination. If an employee disagrees with a supervisor, the employee should first try to mediate the situation by explaining their position. If possible, a compromise might be met and accusations of insubordination avoided.

Discipline Policy: Grounds for Disciplinary Action

The company reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

The following actions are unacceptable and considered grounds for disciplinary action. This list is not comprehensive; rather, it is meant merely as an example of the types of conduct that this company does not tolerate.

These actions include, but are not limited to: -

- Engaging in acts of discrimination or harassment in the workplace; -
- Possessing, distributing or being under the influence of illicit controlled substances; -
- Being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business;
- Smoking of any kind on the facility premises
- Unauthorized use of company property, equipment, devices or assets; -
- Damage, destruction or theft of company property, equipment, devices or assets; -
- Removing company property without prior authorization or disseminating company information without authorization; -
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Diverting marijuana
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;
- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. The company reserves the

right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

Workplace Safety

The company takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the company's workplace safety policy. Employees should use all safety and protective equipment provided to them, and maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees who observe an unsafe practice or condition should report it to a supervisor or [enter alternate name] immediately.

In the event of an accident, employees must notify a supervisor immediately. Report every injury, regardless of how minor, to a supervisor immediately. Physical discomfort caused by repetitive tasks must also be reported. For more information about on the job injuries, refer to the worker's compensation section of this handbook.

Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

Employee Benefits

Health Insurance

The company makes group health benefits available to eligible employees and their family members. Eligible employees are full time employees who have worked for 12 months. Part time employees are eligible if they work at least 30 hours per week and have been employed for 12 months. Health benefits are paid in part by the company. The remainder of the costs is the employee's responsibility. Employees can receive details about benefits provided, contribution rates and eligibility from Director of Administration

Workers' Compensation

As required by law, the company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses. Workers' compensation insurance provides coverage to employees who receive job related injuries or illnesses. If an employee is injured or becomes ill as a result of his/her job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits.

Qualifications and Training

Grow Team Gardens LLC

Marijuana Establishment Agent Training.

Marijuana Establishments shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.

Responsible Vendor Training.

- (a) On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
- (b) Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
- (c) After initial successful completion of a responsible vendor 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.”
- (d) Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
- (e) Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hour

Certification Training

a. Discussion concerning marijuana's effect on the human body. Training shall include:

Marijuana's physical effects based on type of marijuana product;

1. The amount of time to feel impairment;
2. Visible signs of impairment; and
3. Recognizing the signs of impairment.

b. Diversion prevention and prevention of sales to minors, including best practices;

c. Compliance with all tracking requirements; and

d. Acceptable forms of identification. Training shall include:

1. How to check identification;
2. Spotting false identification;
3. Medical registration cards issued by the DPH;
4. Provisions for confiscating fraudulent identifications; and
5. Common mistakes made in verification.

e. Other key state laws and rules affecting owners, managers, and employees, which shall include:

1. Local and state licensing and enforcement;
2. Incident and notification requirements;
3. Administrative and criminal liability;
4. License sanctions and court sanctions;
5. Waste disposal;
6. Health and safety standards;
7. Patrons prohibited from bringing marijuana onto licensed premises;
8. Permitted hours of sale;
9. Conduct of establishment;
10. Permitting inspections by state and local licensing and enforcement authorities;
11. Licensee responsibilities for activities occurring within licensed premises;
12. Maintenance of records;
13. Privacy issues; and
14. Prohibited purchases and practices.

f. Such other areas of training determined by the Commission to be included in a responsible vendor training program

The Team

Packaging/Processing Agent

Position Summary

- Packaging/Processing Agents are responsible for handling and processing dry plant material, running standard production machinery, and assisting with general packaging of products within our production facility.

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Qualifications

- High School Diploma or General Education Degree (GED).
- Must remain in compliance with local, state, federal, and internal policies and regulations for working in the cannabis industry.
- Must be at least 21 years of age.
- Must pass CORI, background and social media background checks.
- Must demonstrate exceptional attention to detail.
- Must be able to lift or push items weighing up to 50 pounds (22kg).
- Must be able to stand or sit for extended periods of time.
- Must be capable of frequent and repetitive hand movements.
- Must be able to bend, squat, crouch, kneel, and walk intermittently throughout the day.
- Must have open availability with regard to scheduling.

Preferred Education/Experience

- Experience in production or manufacturing environments in compliance with 21 CFR Part 211- Current Good Manufacturing Practice (cGMP) and/or ISO 9000.
- Experience in the cannabis industry.
- Experience with computers and seed to sale tracking software.

Training Provided

- Safely and efficiently trim flower with GTG standard operating procedures (SOPs) and good manufacturing practices (GMP).
- Effectively prepare flower material for preroll production and run the basic machinery to roll prerolls.
- Accurately perform filling, packaging, and labeling of products within the production facility. This includes, but is not limited to: bulk flower, prerolls, cartridges, concentrates, edibles, and other marijuana infused products.
- Quality Control
- Cleaning and sanitation
- Massachusetts regulations compliance
- Record keeping
- Understand and apply the use of BioTrack, our seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias

Director of Cultivation

Position Summary

- Partake in the management of a large-scale commercial cultivation production facility. Perform all the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, super cropping, topping, flushing, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management.

Qualifications

- Management of a commercial grow operation for more than 3 years.
- Must have at least 2 years commercial grow experience as a Lead Grower.
- Knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- Knowledge of plant diseases, insects and fungi, as well as plant treatment options.

- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of grow warehouse.
- Advanced knowledge of the cannabis plant and genetics.
- Must have accountability, proactive behavior and strong attention to detail.
- Must be at least 21 years of age.
- Must pass CORI, background and social media background checks.
- High School diploma or G.E.D

Special Skills

- Mastery of moisture management growing methods, including in-depth knowledge of PH; PPM and EC counts.
- Mastery of Soil growing methods including micronutrients, beneficial bacteria and nutrient implementation.
- Working knowledge in container systems with soil as well as understanding temperature and humidity manipulation.
- Expert knowledge of plant diseases, insects and fungi, as well as plant treatment options.
- Well researched in new techniques and insight to expand knowledge in nutrient of individual strains, high yield recipes, controlled stress environments to different lighting systems and set ups.
- Comprehensive knowledge of Strains; Sativa, Indica and Hybrids.
- Assist government auditors with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality and non-disclosure.
- Facility maintenance and troubleshooting as necessary.

Training Provided

- All the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, super cropping, topping, flushing, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management.
- Nutrient regime
- Plant scheduling
- Plant monitoring
- Cataloging and analyzing each individual strain
- IPM
- Quality Control
- Cleaning and sanitation
- Massachusetts regulations compliance
- Record keeping
- Inventory control system

- Metrc, seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias

Cultivation Agent

Position Summary

- Partake in the management of a large-scale commercial cultivation production facility. Perform all the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, super cropping, topping, flushing, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management.

Qualifications

- Experience in a commercial grow operation
- Knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- Knowledge of plant diseases, insects and fungi, as well as plant treatment options.
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of grow warehouse.
- Advanced knowledge of the cannabis plant and genetics.
- Must have accountability, proactive behavior and strong attention to detail.
- Must be at least 21 years of age.
- Must pass CORI, background and social media background checks.

Training Provided

- Perform all the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, super cropping, topping, flushing, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management.
- Nutrient regime
- Plant monitoring.
- IPM protocols

- Quality Control
- Cleaning and sanitation
- Massachusetts regulations compliance
- Record keeping
- Metrc, seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias

Director of Administration

Positional summary

From the morning essentials that get us going to the office space that motivates our productivity, the Office Admin is there to make it happen. Your expertise lies in your positivity, approachability, and execution abilities in a swiftly changing start-up environment ranging from working with C-level execs to engineers, new-hires, and interns. As Office Admin, you will be the first impression for the entire organization and play a critical role in the daily operations of the office.

Qualifications:

- 5 years of Office Administrative experience
- Experience with Microsoft Office and spreadsheets
- Strong organizational skills, detail oriented
- Typing
- Office Management
- Front End Reception
- Planning & Scheduling
- Business Communications
- Ordering & Purchasing
- Budgeting & Cost Control
- Inventory Management
- Records & Documentation
- Performance Monitoring
- Training & Team Building
- Demonstrated ability to quickly learn and master new software
- Proactive and resourceful
- High School diploma or G.E.D

- bachelors degree preferred

Training Provided

- Massachusetts regulations compliance
- Record keeping
- Tracking sales and purchasing
- Day to day SOP's and procedures
- Metrc, seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias
- Employee Hire and termination procedures
- Scheduling and ordering

General Manager

Ensures the comprehensive compliance of all activities including; but not limited to;

- Responsible for coordinating and training of team members
- Supervise new techniques, products, equipment and systems and quickly respond when problems are detected,
- ensure goals and deadlines are being met in a timely fashion.
- Inspect materials for operations.
- Confirm correct materials and appropriate quantities are used, report any discrepancies.
- Recommend measures to improve production process methods and equipment performance while keeping quality of product in mind.
- Contributes to the employee training Matrix by constantly updating the records as people acquire new skills.
- Provide technical direction to technicians/personnel.
- Set an example for effective communication within and outside the department.
- Directs sales team on marketing
- Research and development
- Market Analysis
- Notifies technicians when repairs or adjustments to equipment are needed.

- Exhibits thorough knowledge product stock keeping unit (SKU) and their corresponding line setups and standards and documents all activities/ notes.
- Ensures that all work activities are performed with attention to the highest standards for quality, safety and compliance with all appropriate legal and safety requirements and a focus on continuous improvement.
- Ensure all documentation is completely filled out and accurate. Including Batch records, pre/post op checklists, room and equipment log books.
- Ensures and reviews all related Quality Assurance paperwork is completed throughout the shift and is submitted to manager at the end of each shift.
- Ensures proper communication during changeovers between shifts.
- Follows and enforces all company policies & procedures, SOP's, & Quality Standards.
- Maintains a high level of safety awareness for an accident-free work place and reports any unsafe or hazardous work conditions or safety-related issues
- Ensure compliance with all Food Safety, cGMP and other regulatory requirements.
- Assists as necessary in the performance of all activities and/or any other duties assigned.

Competencies

- Strong attention to detail
- Ability to work in a fast-paced environment
- Enjoys working with others and sees that teamwork produces a more productive environment.
- A highly responsive ability to react to daily production priorities in a calm and focused manner.
- Communication skills & decision quality - Must have the ability to make good decisions and communicate effectively with others and leadership team.

Supervisory Responsibility

This position supervises the Production Technician team and involves overseeing processes to ensure meeting productivity schedule within the manufacturing process.

Qualifications

- High school diploma or G.E.D.
- 5 years of supervisory or team lead experience.
- A minimum of 3 years of Cannabis Industry experience.
- 5 years business management experience
- Business Communications
- Ordering & Purchasing
- Budgeting & Cost Control
- Inventory Management
- Records & Documentation
- Performance Monitoring
- Training & Team Building
- Demonstrated ability to quickly learn and master new software
- Proactive and resourceful
- Professional and Respectful

Special Skills

- This position will require excellent organizational skills with the ability to multitask during the production of different projects and various products at the same time.
- The ability to motivate employees and increase employee morale.
- Good interpersonal, written and oral communications skills.
- Ability to communicate and work effectively with a variety of diverse individuals within the plant.
- Ability to read, interpret, and keep records on a variety documents such as safety rules, operating instructions, formulas, and policy and procedures manuals.
- Exceptional math skills the ability to add, subtract, multiply, and divide in all units of measure.
- Ability to thrive in a constantly changing environment.

Training Provided

- Massachusetts regulations compliance
- Record keeping
- Tracking sales and purchasing
- Day to day SOP's and procedures
- Metrc, seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias

- Employee Hire and termination procedures
- Scheduling and ordering

Director Of Operations

Ensures the comprehensive compliance of all activities including; but not limited to;

- Responsible for coordinating and training of team members
- Supervise new techniques, products, equipment and systems and quickly respond when problems are detected,
- Ensure goals and deadlines are being met in a timely fashion.
- Inspect materials for operations.
- Confirm correct materials and appropriate quantities are used, report any discrepancies.
- Recommend measures to improve production process methods and equipment performance while keeping quality of product in mind.
- Contributes to the employee training Matrix by constantly updating the records as people acquire new skills.
- Fills in for the Manager when needed in their absence. Able to fill in and function on basic level responsibilities including but not limited to Metrc data, Google Spreadsheet and/or other regulatory database entries.
- Provide technical direction to technicians/personnel.
- Set an example for effective communication within and outside the department.
- Verifies that all necessary equipment needed is ready, clean, and in working order prior to the start of the shift.
- Notifies technicians when repairs or adjustments to equipment are needed.
- Exhibits thorough knowledge product stock keeping unit (SKU) and their corresponding line setups and standards and documents all activities/ notes.
- Ensures that all work activities are performed with attention to the highest standards for quality, safety and compliance with all appropriate legal and safety requirements and a focus on continuous improvement.
- Ensure all documentation is completely filled out and accurate. Including Batch records, pre/post op checklists, room and equipment log books.
- Ensures and reviews all related Quality Assurance paperwork is completed throughout the shift and is submitted to manager at the end of each shift.

- Ensures proper communication during changeovers between shifts.
- Follows and enforces all company policies & procedures, SOP's, & Quality Standards.
- Maintains a high level of safety awareness for an accident-free work place and reports any unsafe or hazardous work conditions or safety-related issues
- Ensure compliance with all Food Safety, cGMP and other regulatory requirements.
- Assists as necessary in the performance of all activities and/or any other duties assigned.

Competencies

- Strong attention to detail
- Ability to work in a fast-paced environment
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- Business Communications
- Ordering & Purchasing
- Budgeting & Cost Control
- Inventory Management
- Records & Documentation

- Performance Monitoring
- Training & Team Building
- Demonstrated ability to quickly learn and master new software
- Proactive and resourceful
- Professional and Respectful

Special Skills

- This position will require excellent organizational skills with the ability to multitask during the production of different projects and various products at the same time.
- The ability to motivate employees and increase employee morale.
- Good interpersonal, written and oral communications skills.
- Ability to communicate and work effectively with a variety of diverse individuals within the plant.
- Ability to read, interpret, and keep records on a variety documents such as safety rules, operating instructions, formulas, and policy and procedures manuals.
- Exceptional math skills the ability to add, subtract, multiply, and divide in all units of measure.
- Ability to thrive in a constantly changing environment.

Training Provided

- Massachusetts regulations compliance
- Record keeping
- Tracking sales and purchasing
- Day to day SOP's and procedures
- Metrc, seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias
- Employee Hire and termination procedures
- Scheduling and ordering

Extraction Agent

Qualifications

- Bachelor's degree in a laboratory science from an accredited institution. A degree in Organic Chemistry or Chemical Engineering is preferred but not required

- Experience in the pharmaceutical industry is preferred but not required
- Experience with distillation equipment and processes is preferred but not required
- 1+ years' of laboratory experience in a supervisor capacity
- Strong instrumentation skill sets are required
- Familiar with laboratory analysis reports, stability reports, Certificate of Analysis, Raw Material release and technical reports.
- Demonstrated experience working in a highly regulated environment (ISO, OSHA and FDA) is preferred. Understanding of regulatory compliance and basic quality systems under ISO, or related standards is a must.
- Ability to schedule and plan workloads, implement systems and projects that align with strategic objectives of the company.
- Strong computer skills and familiarity with Windows operating systems.

Training Provided

- Massachusetts regulations compliance
- Record keeping
- Day to day SOP's and procedures
- Metrc, seed to sale tracking program.
- Security protocols and procedures
- Cultural sensitivity and recognizing unconscious bias
- Extraction and post-processing lab space for most efficient workflow
- Daily laboratory operations.
- Quality control
- Manufacturing best practices
- Food handling best practices

Restricting Access to age 21 and older

Summary

GTG will closely monitor and vet anyone entering the facility. GTG will limit access to its Marijuana Establishment to Marijuana Establishment agents, persons authorized by the Cannabis Control Commission, and vetted outside vendors, contractors and visitors. All employees and registered agents must be 21 years of age or older. All visitors must be 21 years of age or older and must present proper I.D. All visitors need to be authorized by the CCC prior to entry into the facility. No access will be granted to persons without proper badges and identification. Logs of all comings and goings will be documented.

All Grow Team Gardens agents will be required to wear a visible GTG identification badge at all times while on site and when making deliveries.

All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a limited access area and shall be escorted at all times by a dispensary agent authorized to enter the limited access areas.

The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access areas. All visitors must be logged in and out, and that log shall be available for inspection by the CCC at all times. All visitor identification badges shall be returned to GTG upon exit.

Quality Control & Testing

Grow Team Gardens LLC

Quality Control

The quality and consistency of cannabis and manufactured cannabis products is critical for the success GTG. Facility management shall ensure that only cannabis and manufactured cannabis products of the highest, grade quality are wholesaled, within the state of Massachusetts. Quality control procedures designed to maximize safety and minimize potential contamination will be utilized within our facility. Quality control procedures will pertain to cultivated raw cannabis and manufactured cannabis products. Facility employees will be properly trained on quality control measures and protocols. For quality control, facility employees will at a minimum:

- Visually inspect all items produced for any contaminants
- Foreign objects (plant material, hair, debris, etc.)
- Follow all sanitary measures and procedures
- Send samples to lab for testing

Sanitary Procedures

Sanitation SOP's will be followed to maintain the cleanliness and sanitary condition of the facility and operations. which include

- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination.
- All floors will be kept free from dirt and debris and cleaned daily
- Each area of the facility will have daily clean charts to be followed by employees in their respective areas
- Gloves will be worn when handling Marijuana products
- Scrubs, hairnets, shoe covers will be provided to Employees

Facility

- Water supply shall be sufficient for facility operations
- Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment
- GTG will have three adequate, readily accessible toilet facilities
- GTG will have five hand-washing stations located throughout the facility in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination
- All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana
- All air filters will be checked and changed regularly maintain air quality
- GTG facility will have a changing area for Employees to change into work clothes prior to their shift to prevent outside contamination
- Humidity of the facility will maintained to prevent mold and microbial growth
- Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair.

Handling and Testing Marijuana

Any GTG agent working in direct contact with preparation of marijuana or non-edible MIPs shall conform to sanitary practices while on duty, including:

1. Maintaining adequate personal cleanliness

2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

.
All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

GTG shall process marijuana in a safe and sanitary manner.

GTG shall process the leaves and flowers of the female marijuana plant only, which shall be:

- (a) Well cured and 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 with no contact with GTG agents' bare hands and packaged in a secure area.

Production of edible MIPs shall take place in compliance with the following:

- (a) All edible MIPs shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000
- (b) Any marijuana establishment agent handling edibles will be trained in serve safe.

All edible marijuana products shall be prepared, handled, and stored in compliance with the requirements in 935 CMR 500.105(3) and 500.105(11), (3) Additional Labeling and Packaging Requirements for Edible marijuana products. (a) In addition to the requirements set forth in M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 500.105(5) and (6), GTG

shall ensure that the following information or statement is affixed to every container holding an edible marijuana product:

1. If the retail edible marijuana product is perishable, a statement that the edible marijuana product must be refrigerated.
2. The date on which the edible marijuana product was produced.
3. A nutritional fact panel that must be based on the number of THC servings within the container.
4. Information regarding the size of each serving for the product by milligrams, the total number of servings of marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: “The serving size of active THC in this product is X mg(s), this product contains X servings of marijuana, and the total amount of active THC in this product is X mg(s).”
5. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.
6. Once a label with a use-by date has been affixed to a container holding an edible marijuana product, a licensee shall not alter that date or affix a new label with a later use-by date.
7. GTG shall ensure that each single serving size will be easily definable as a single serving size and shall be easily separated from the other servings

Testing

After curing and before any packaging, the processing manager shall make samples from each batch available to an independent laboratory for testing. The sample shall be weighed, tag scanned, and all data shall be recorded on METRC prior to being removed from the secured curing area. The head grower will select and prepare several random samples from every batch in order to ensure the quality, purity, and consistency of dose through a statistical approach. The batch samples will be tested

for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for a cannabinoid profiling for the following: THC, THCa, CBD, CBDA, and CBN.

- No marijuana product, including marijuana, shall be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories. GTG shall maintain the results of all testing for no less than one year;
- All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13).
- Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH

Sample Collecting Protocol

Sample Collection. Collect the planned samples from each cultivation or production batch one at a time. Follow these basic steps for each sample:

1. Wear disposable gloves to mitigate potential for contamination of samples.
2. Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
3. Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause cross contamination.
4. If necessary, place the sample in the stainless steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
5. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks

(e.g., environmental conditions) that might be relevant to data analysis or quality assurance.

6. To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products should be cleaned before collecting the next sample.
7. All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
8. To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
9. Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory.

Medical marijuana products and MIPs, especially solids or semi-solids such as finished plant material, may be heterogeneous with respect to distribution of cannabinoids or contaminants. To obtain a representative sample, liquid products should be thoroughly stirred or mixed before sampling. Solid and semi-solid products must be ground and thoroughly mixed. A grinding device that minimizes loss (e.g., leaching of resins) should be used, and the grinding device should be cleaned thoroughly after each use.

Another method to promote the representativeness of a ground medical marijuana product is quartering. Quartering involves heaping the ground product, dividing the heap into four equal quarters, and selecting samples from two of the quarters, which are combined and mixed. The remaining quarters may then be combined and mixed, then used for microbiological and contaminant testing .

Resin and other solids should not be melted as a means of homogenization. Heating the product may alter the cannabinoid profile or contamination levels (WHO, 2005) thereby rendering the sample unrepresentative of the source product.

Edible products tend to be relatively homogeneous (Sexton and Ziskind, 2013), so a selection of packaged or ready-to-dispense MIPs may be provided to the analytical laboratory to represent a given production batch (Sexton and Ziskind, 2013). MIPs may be either liquid or solid, and the solid MIPs may be of varying density (e.g., baked goods, candies, etc.). Laboratory samples of MIPs shall be homogenized prior to testing such that the sample is representative of the whole product. Homogenized samples should be mixed and quartered similar to the procedure described above. If production batches of individually packaged MIPs are sampled, multiple packaged products should be sampled such that they are representative of the production batch size.

Contaminated Batch Response

- GTG has a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits.
- GTG shall notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch.
- GTG shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- Contaminated product batch will be immediately segregated and destroyed
- Investigation of batch will include:
 - Zone inspection of harvested batch

- Complete history of batch records
- Batch grow media inspection
- Drying & curing area inspection
- Processing area inspections
- Agents used in harvesting and processing

Procedures for Disposing of Any Outdated, Damaged, Deteriorated, Mislabeled, or Contaminated Marijuana

Cannabis and manufactured cannabis products shall be destroyed by rendering them unusable following the methods set forth in this section. At least seven days prior to rendering cannabis unusable and disposing of it, the dispensing organization shall notify the CCC. Notification shall include the date and time the cannabis will be rendered unusable and disposed. If the dispensing organization's policy designates the destruction of cannabis on the same day and time weekly, communication of that day and time shall be sufficient to comply with this subsection.

Any change in the date and time must be communicated to the CCC. The allowable method to render cannabis waste unusable is by grinding and incorporating the cannabis waste with other ground materials so the resulting mixture is at least 50% non- cannabis waste by volume. Material used to grind with the cannabis falls into two categories, compostable waste and non compostable waste.

Compostable Mixed Waste: Cannabis waste to be disposed as compost feedstock or in another organic waste method (for example, anaerobic digester) may be mixed with the following types of waste materials:

- Food waste;
- Yard waste;
- Vegetable based grease or oils; or
- Other wastes as approved by the Division (e.g., agricultural material, biodegradable products and paper, clean wood, fruits and vegetables plant matter).

Non-compostable Mixed Waste: Cannabis waste to be disposed in a landfill or by another disposal method may be mixed with the following types of waste materials:

- Paper waste;
- Cardboard waste;
- Plastic waste;
- Soil; or

Cannabis waste rendered unusable following the methods described in this section can be disposed. Disposal of the cannabis waste rendered unusable may be delivered to a permitted solid waste facility for final disposition. Examples of acceptable permitted solid waste facilities include:

- Compostable Mixed Waste: Compost, anaerobic digester or other facility with approval of the jurisdictional health department.
- Non-compostable Mixed Waste: Landfill, incinerator or other facility with approval of the jurisdictional health department.

All waste and unusable product shall be weighed, recorded and entered into the inventory system prior to rendering it unusable. Verification of this event shall be performed by an agent-in-charge and conducted in an area with video surveillance.

Electronic documentation of destruction and disposal shall be maintained for a period of at least 3 years.

PRODUCT RECALL PLAN

If the need for a product recall arises, we will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain, and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by State Regulations will ensure a streamlined recall process if ever necessary.

Step One: Industry Notification If cannabis or manufactured cannabis products are believed to need to be recalled, GTG will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. GTG will also contact the department within 24 hours of obtaining reportable information. As the wholesaler of the product needing to be recalled, contacting the end users of the recalled product; customers, will prove difficult if not impossible. At this stage of the recall, dispensing organizations will need to ensure that they have a proper recall process in place to contact the end users of the product being recalled.

Step Two: Public Notification GTG will post notifications about the product recall on its website as well as making partnering dispensary centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by the dispensing organizations with help and support from the GTG. As the dispensing organization issuing a recall notice it will be important to reach the end users or the recalled product. GTG will post notification about the recall on GTG websites and social media as well as post written notices of the recall on location for customers to view. The recall notice will include all pertinent information regarding the product being recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name
- Product batch number
- Dispensing date range of recalled product
- Dispensing organization locations Once the recall notification has been issued to all applicable dispensing organizations and cannabis patients, GTG will wait to receive recalled products from dispensing organizations and/or cannabis consumers. Once recalled products have been received, GTG will properly dispose of all recalled products.

Step Three: Procurement

The dispensing organization issuing a product recall to cannabis consumers will need to be ready to obtain and secure recalled products from consumers. Consumers should be able to bring in the products being recalled to the dispensing organization's location. It will be at the dispensing organization's discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

Step Four: Documentation and Record Retention

GTG will maintain all documentation and records regarding any and all product recalls issued.

Step Five: Disposal

GTG will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. GTG will follow waste destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis products.

Record Keeping

Grow team Gardens LLC

Summary

All hard copy records will be stored in a locked secured cabinet only accessible to upper management.

GTG will maintain their records in accordance with generally accepted accounting principles

In addition to the written operating policies, GTG shall maintain written policies and procedures, in a locked secure location, for the production or distribution of marijuana products, which shall include

- Inventory records
- Seed-to-sale tracking records for all marijuana products

The following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include
- All materials submitted to the Commission
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken; and g. notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

- Waste disposal records (GTG shall keep these waste records for at least three years)
- Methods for identifying, recording, and reporting diversion, theft, or loss,
- Policies and procedures for handling voluntary and mandatory recalls
- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed.
- Policies and procedures for transportation.
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.
- Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.

The following business records shall be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee

Diversity Plan

Grow Team Gardens LLC

Goals

1. 40% of Staff will be women
2. 100% of GTG employees will receive cultural sensitivity and recognizing unconscious bias training
3. 40% of our staff will be minorities, veterans, people with disabilities, and LGBTQ+

Programs

1. Cultural sensitivity training and recognizing unconscious bias
 - Each employee will be required to complete this training upon hiring and then once a year after that
2. GTG will give hiring preferences and actively recruit minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation by the following
 - Post job listings in the Lowell sun at least 4 times a year stating that we are specifically looking for minorities, women, veterans and people with disabilities for employment
 - Connect with at least 10 potential employees via social media. Instagram, Facebook, Twitter, LinkedIn
 - Network with Masshire career center and the City of Lowell career center to connect us with Applicants of diversity at least 4 times a year
 - Encourage current employees to recommend individuals falling into the above-listed demographics for employment
 - Compile email contact list for employment opportunities in the industry

Measurements

GTG will document and track the following items to ensure the plans goals are being met.

- The dates and cultural sensitivity trainings performed for each employee
- Required anonymous employee surveys Biannual
- Annual hirings, promotions and applicants
- Applicants will be asked to fill out questionnaires when applying
- Number and types of jobs created in the adult-use cannabis industry for individuals falling into the above-listed demographics

Timeline

The timeline for the plan's goals shall begin upon receiving provisional license and the progress of the plan shall be documented and reevaluated upon renewal of license each year.

GTG Shall:

40% of our staff will be minorities, veterans, people with disabilities, and people of all gender identities and sexual orientation within the first year of operation

40% of our staff will be women within the first year of operation

All GTG Staff will receive cultural sensitivity training within the first year of operation

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

