



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282148
Original Issued Date: 09/29/2020
Issued Date: 09/29/2020
Expiration Date: 09/29/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Impressed LLC

Phone Number: 617-331-9748 Email Address: Shahram@impressedma.com

Business Address 1: 15 Commercial Way

Business Address 2:

Business City: Hanson

Business State: MA

Business Zip Code: 02341

Mailing Address 1: 10 Stonegate Lane

Mailing Address 2:

Mailing City: Dover

Mailing State: MA

Mailing Zip Code: 02030

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: 90

Percentage Of Control: 90

Role: Owner / Partner

Other Role:

First Name: Shahram

Last Name: Moghaddam Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5

Percentage Of Control: 5

Role: Owner / Partner

Other Role:

First Name: Alli

Last Name: Greenberg

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 3

Percentage Of Ownership: 5

Percentage Of Control: 5

Role: Owner / Partner

Other Role:

First Name: Ralph

Last Name: Greenberg

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: Shahram

Last Name: Moghaddam

Suffix:

Types of Capital: Buildings

Other Type of Capital:

Total Value of the Capital Provided: \$1300000

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 15 Commercial Waye

Establishment Address 2:

Establishment City: Hanson

Establishment Zip Code: 02341

Approximate square footage of the Establishment: 13000

How many abutters does this property have?: 12

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5d603641d4b61e1ddc08afb2	08/23/2019
Community Outreach Meeting Documentation	Newspaper Notice A.pdf	pdf	5d66b9b7816d7b225d157c2b	08/28/2019
Community Outreach Meeting Documentation	Clerk notice B.pdf	pdf	5d66b9d7dfdeea2264a63109	08/28/2019
Community Outreach Meeting Documentation	Abutter Mailed Notice C.pdf	pdf	5d66b9fad4b61e1ddc08b9c1	08/28/2019
Community Outreach Meeting Documentation	Amended and Restated-Attestation Form.pdf	pdf	5e7a212e2eba6d38ef162f54	03/24/2020
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5e94d38cb014bf38e46cfadd	04/13/2020
Plan to Remain Compliant with Local Zoning	plan to remain compliant with local zoning.pdf	pdf	5e992c55b014bf38e46d0623	04/17/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	5ed168529fa3a43e567b0051	05/29/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Cultivation Director

First Name: Alli Last Name: Greenberg Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: Chief Operating Officer

First Name: Ralph Last Name: Greenberg Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Date generated: 12/03/2020

Role: Owner / Partner **Other Role:** Chief Executive Officer
First Name: Shahram **Last Name:** Moghaddam **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
Secretary of Commonwealth - Certificate of Good Standing	certificate of good standing: secretary.pdf	pdf	5d67f623af9d6f1dd58a0f3f	08/29/2019
Department of Revenue - Certificate of Good standing	Dept. of Revenue Good Standing Certificate.pdf	pdf	5d6ed3a58906c11df69c97dd	09/03/2019
Articles of Organization	Articles of Organization Form.pdf	pdf	5d8f7bf1c99740160131c262	09/28/2019
Bylaws	Bylaw-Operating Agreement.pdf	pdf	5d91405d2e767115bf4372ae	09/29/2019

No documents uploaded

Massachusetts Business Identification Number: 001382221

Doing-Business-As Name:

DBA Registration City: Dover

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Impressed Business Plan.pptx.pdf	pdf	5d8e598879b12e15e03d8b17	09/27/2019
Proposed Timeline	Project Timeline.pdf	pdf	5d91486fa489aa1afc400203	09/29/2019
Plan for Liability Insurance	Amended and Restated-Liability Insurance .pdf	pdf	5e7d2d98d29ad93571594fe7	03/26/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	SOP-Anti-Diversion .pdf	pdf	5d7a7464c544c91e011c825b	09/12/2019
Storage of marijuana	SOP- Storage.pdf	pdf	5d7a74ea38be9e227ac54712	09/12/2019
Inventory procedures	SOP-Inventory .pdf	pdf	5d7a793e8470d4229ba460d4	09/12/2019
Record Keeping procedures	SOP-Record Keeping .pdf	pdf	5d7eb8a0d8b08e1dbf145fda	09/15/2019
Maintaining of financial records	SOP-Maintaining Financial Records.pdf	pdf	5d7eb8b3816d7b225d15a967	09/15/2019
Personnel policies including background checks	Personnel Policy & Background.pdf	pdf	5d8012568470d4229ba46c10	09/16/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5d913690d471f115eb598f7d	09/29/2019
Quality control and testing	Amended and Restated -Quality	pdf	5e7a28e7b014bf38e46cb8b4	03/24/2020

	Control.pdf			
Restricting Access to age 21 and older	Amended and Restated- Restricting Access to age 21 .pdf	pdf	5e7a2955482e703583b78ef9	03/24/2020
Security plan	Amended and Restated-Security Plan.pdf	pdf	5e7a2d089a385038d9d8829b	03/24/2020
Transportation of marijuana	Amended and Restated-Trasnportation Plan.pdf	pdf	5e7a31185f1da0353e2b0997	03/24/2020
Policies and Procedures for cultivating.	Amended and Restated-Cultivation .pdf	pdf	5e7d2c2d1cdd2e3910a5117b	03/26/2020
Diversity plan	Diversity Plan.pdf	pdf	5ed168824e781a4a7c39d791	05/29/2020

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

HOURS OF OPERATION

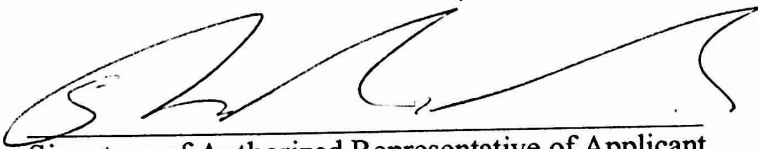
Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

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, Shahram K Moghaddam, (*insert name*) certify as an authorized representative of Impressed LLC (*insert name of applicant*) that the applicant has executed a host community agreement with TOWN OF HANSON (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 23, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Meredith Marini, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Hanson (*insert name of host community*) to certify that the applicant and Impressed LLC (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 31, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community
Meredith Marini, Interim Town Administrator

CLIMBING THE CAREER LADDER

Help Wanted:

Join the 2020 Census team and get paid to help ensure our communities are properly represented in Congress. To learn more and apply, visit 2020census.gov/jobs

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Professional residential and commercial painting, gutter cleaning, roof cleaning, power washing and window washing. Best prices and service always with a smile. Will paint your home like it was our own. Call Andrew for free estimate. 781-264-3628. Fully insured.

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Ryan - Holmes Contracting, Inc.

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Commercial and Residential.
Call for Free Estimate.
508-477-6683

If you cannot get rid of the family skeleton, you may as well make it dance.

LEGAL NOTICE

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Thomas J. Borofka and Francis J. Clements to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. dated November 18, 2002, recorded at the Plymouth County Registry of Deeds in Book 23482, Page 20, said mortgage was then assigned to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by virtue of an assignment dated November 21, 2011, and recorded in Book 40695, Page 179, and further assigned to Nationstar Mortgage LLC by virtue of an assignment dated November 13, 2012, and recorded in Book 42358, Page 117; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 10:00 AM on July 19, 2019, on the mortgaged premises. This property has the address of 35 Woodman Terrace, Hanson, MA 02341. The entire mortgaged premises, all and singular, the premises as described in said mortgage: That certain parcel of land, together, with the buildings thereon, situate on the Northeasterly side of a right of way, sometimes called Woodman Terrace, Hanson, Plymouth County, Massachusetts and being shown on "Compiled Plan of Land in Hanson, Plymouth Co., Mass. February 8, 1973", recorded with Plymouth Deeds in Book 3890, Page 74, bounded and described

LEGAL NOTICE

as follows: SOUTHWESTERLY by said Right of Way, fifty-two (52) feet, as shown on said plan, NORTHWESTERLY by land now or formerly of Maul, eighty-one and 3/10 (81 3/10) feet, as shown on said plan; NORTHEASTERLY by land now or formerly of Wilkie, one hundred seventeen and 5/10 (117.5) feet, as shown on said plan; and SOUTHERLY by land now or formerly of Darling, one hundred fourteen (114) feet, as shown on said plan. Said parcel contains 6,765 square feet of land, more or less, according to said Plan. Together with a Right of Way in common with other lot owners of a Private Way to and from Maquan Pond, and the Right of Way from Maquan Street that is now used, being ten (10) feet of adjacent land now or formerly of Goldthwaite. For title see deed recorded at Plymouth County Registry of Deeds in Book 14911, Page 97. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees,

LEGAL NOTICE

if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cash or by certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cash or by certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: June 6, 2019 Nationstar Mortgage LLC d/b/a Mr. Cooper

By its Attorney
DOONAN, GRAVES
& LONGORIA, LLC,

100 Cummings Center, Suite 225D, Beverly, MA 01915
(978) 921-2670 www.dgandl.com 17101.90 (BOROFKA)
06/20/19, 06/27/19, 07/04/19

3H June 20, 27, July 4, '19
#10748

LEGAL NOTICE

COMMONWEALTH OF MASSACHUSETTS



THE TRIAL COURT PROBATE AND FAMILY COURT Plymouth Division

INFORMAL PROBATE PUBLICATION NOTICE Docket No. PL19P1280EA

Estate of:
Lillian May Beary
Also Known As
Lillian M. Beary
Date of Death July 13, 2018
To all persons interested in the above captioned estate, by Petition of

Petitioner Theresa Brophy of Whitman MA

a Will has been admitted to informal probate.

Theresa Brophy of Whitman MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to contest informal proceedings and to obtain order terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

1W July 4, '19 #10806

What I've learned the hard way is that there's always something you can do. It may not be an easy thing to do... But there is always something you can do.

~ Gilda Radner

Notice

is hereby given that a
Community Outreach Meeting
for a proposed
Marijuana Establishment
is scheduled for
Wednesday, July 24, 6 p.m.
at the Hanson Town Hall,
Selectmen's Meeting Room
542 Liberty Street, In Hanson, MA.

The proposed cultivation of Marijuana Establishment is anticipated to be located at
15 Commercial Way, Hanson, MA.

There will be an opportunity for public to ask questions.

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*If you cannot get rid of
the family skeleton,
you may as well
make it dance.*

Woodman Terrace, Hanson, MA 02341. The entire mortgaged premises, all and singular, the premises as described in said mortgage: That certain parcel of land, together, with the buildings thereon, situate on the North-easterly side of a right of way, sometimes called Woodman Terrace, Hanson, Plymouth County, Massachusetts and being shown on "Compiled Plan of Land in Hanson, Plymouth Co., Mass. February 8, 1973", recorded with Plymouth Deeds in Book 3890, Page 74, bounded and described

by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees,

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By its Attorney
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#10748

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The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventories and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to assist in formal proceedings and to obtain order terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

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There will be an opportunity for public to ask questions.

C



SEMPROCK, MA
JUL 1

~~[REDACTED]~~ ~~[REDACTED]~~ ~~[REDACTED]~~
~~[REDACTED]~~ ~~[REDACTED]~~
~~[REDACTED]~~ ~~[REDACTED]~~



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, Shahram Moghaddam, (insert name) attest as an authorized representative of Impressed 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 July 24 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 July 4 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 July 11 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 July 11 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.

\$25.00 for first 20 Abutters
\$2.00 for each one there after.

TOWN OF HANSON
ZONING BOARD OF APPEALS ABUTTERS LIST
300 FEET



APPLICANT: Impressed LLC DATE: 5-10-19
ADDRESS: 15 Commercial Way PHONE # 617 590 9216
LOCATION OF PROPERTY: Hanson MAP 59 LOT 17-6 KEY#

MAP/LOT	OWNER OF RECORD	ADDRESS
	HANOVER PLANNING BD	TOWN HALL, HANOVER, MA 02339
	HALIFAX PLANNING BD	TOWN HALL, HALIFAX, MA 02338
	PEMBROKE PLANNING BD	TOWN HALL, PEMBROKE, MA 02359
	WHITMAN PLANNING BD	TOWN HALL, WHITMAN, MA 02382
	ROCKLAND PLANNING BD	TOWN HALL, ROCKLAND, MA 02370
	E BRIDGEWATER PLANNING BD	TOWN HALL E BRIDGEWATER 02335

pd. 5/15/19
\$25
each

HANSON ASSESSORS
CERTIFIED ABUTTERS LIST

DATE: 5-15-19

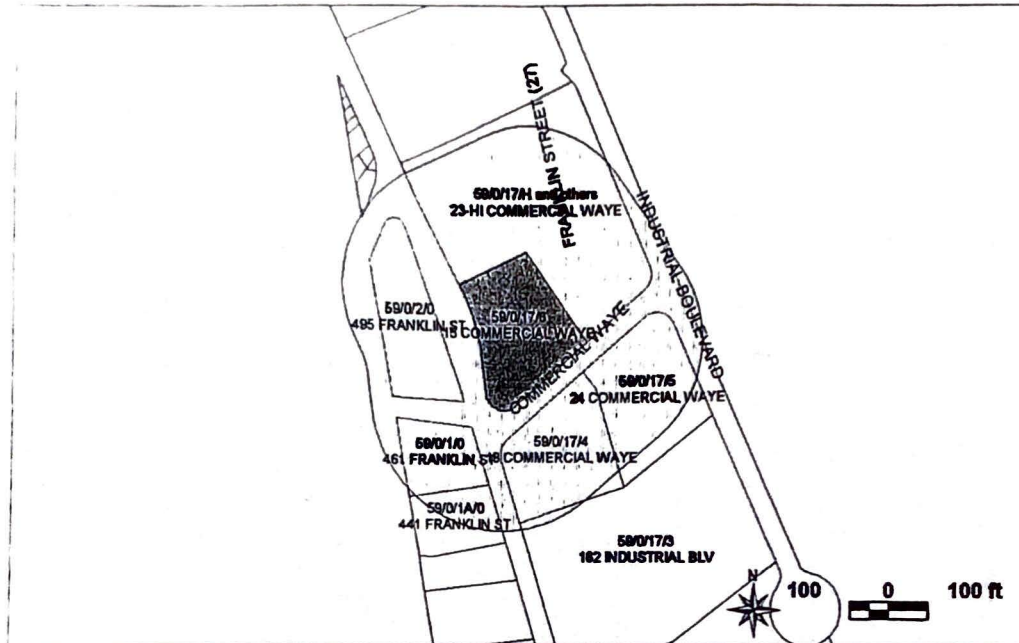
SIGNED: Jean Camache

Names on this list VALID for 90 days from certification date.



TOWN OF HANSON, MA
BOARD OF ASSESSORS
542 Liberty St, Hanson MA 02341

Abutters List Within 300 feet of Parcel 59/0/17/6



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	Zip/Cd/Country
3028	59-0-1-0-R		461 FRANKLIN ST	461 FRANKLIN ST	HANSON	MA	02341
3781	59-0-2-0-R		465 FRANKLIN ST	25 INDIAN TRAIL	WHITMAN	MA	02382
4954	59-0-17-3-R		182 INDUSTRIAL BLV	10 HASTINGS WAY	NORTON	MA	02785
4180	59-0-17-4-R		18 COMMERCIAL WAYE	18 COMMERCIAL WAYE	HANSON	MA	02341
3207	59-0-17-5-R		24 COMMERCIAL WAYE	291 WINTER ST	HANSON	MA	02341
3208	59-0-17-6-E		15 COMMERCIAL WAYE	884 SCHOOL ST	PEMBROKE	MA	02359
5631	59-0-17-A-R		23-AB COMMERCIAL WAYE	23 COMMERCIAL WAYE UNIT A&B	HANSON	MA	02341
5632	59-0-17-C-R		23-C COMMERCIAL WAYE	23 COMMERCIAL WAYE UNIT C	HANSON	MA	02341
5633	59-0-17-D-R		23-D COMMERCIAL WAYE	23 COMMERCIAL WAYE UNIT D	HANSON	MA	02341
5634	59-0-17-E-R		23-E COMMERCIAL WAYE	1401 HANOVER ST	HANOVER	MA	02339
5635	59-0-17-F-R		23-F COMMERCIAL WAYE	1401 HANOVER ST	HANOVER	MA	02339
5636	59-0-17-G-R		23-G COMMERCIAL WAYE	1401 HANOVER ST	HANOVER	MA	02339
5637	59-0-17-H-R		23-H COMMERCIAL WAYE	1401 HANOVER ST	HANOVER	MA	02339
3029	59-0-1A-0-R		441 FRANKLIN ST	441 FRANKLIN ST	HANSON	MA	02341
5613	59-0-1882-0-R		0 FRANKLIN ST	DNP	HANSON	MA	02341

C

Map	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	Zip/County
0014	00-0-1893-0-A		0 FRANKLIN ST	DHP	HANSON	MA	
0100	07-0-17-0-E		0 FRANKLIN ST	542 LIBERTY ST	HANSON	MA	02341

Plan To Remain Compliant With Local Zoning

To ensure compliance with local zoning, the Company has been meeting with the Town of Hanson Board of Selectmen since April 2019, and have been in regular communication with the Town of Hanson's Manager and general counsel since the same time. The Company has presented all of its plans both in its formal Outreach Hearings and the regular meetings of the Town of Hanson's Board of Selectmen since the same time. Our location at 15 Commercial Way, Hanson MA, is in the Town of Hanson's Marijuana Overlay District as described in the Town of Hanson's Zoning Bylaws at Section (VI) Sub-Section (M) of those bylaws. The Company does not conduct any of the operations that are forbidden by Article 3-24 of the General Bylaws of the Town of Hanson. The company has already obtained all required variances and approvals from the Board of Selectmen (which is the special permit granting authority in the Town of Hanson for cannabis-related businesses.) The Company has also made the proper disclosures of the Town of Hanson Chief of Police regarding the location, floor plan, security, and other necessary matters related to the Company's facility. The company will remain compliant with its zoning requirements in conjunction with our Host Community Agreement, lasting up to our 5-year agreement. As well, as continuing communication with town officials, including zoning officials and the Town of Hanson's special permit granting authority, to ensure that our facility remains compliant with all local zoning and licensing requirements.

Amended and Restated Positive Impact Plan

Requirements:

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

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.

Positive Impact Plan progress and success will be determined one year from the provisional license.

Goal:

Impressed LLC proposes the following goal for the Positive Impact Plan to reduce barriers of entry in the adult-use marijuana industry. The applicant shall hire 10% of its staff that are Massachusetts residents who have past drug-convictions.

Programs:

1.) The applicant shall post monthly advertisements in local newspapers of Brockton (the "Enterprise"), Abington (the "Abington Mariner"), and Taunton (the "Taunton Daily Gazette") stating that the establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.

2.) Conduct 50 hours per year of educational seminars targeted to residents from Hanson, Abington, Taunton, and Brockton, MA in one or more of the following: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training. Hold and advertise for a space that can accommodate up to 25 prospects at a time.

Metrics:

The applicant will count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 20% of all individuals hired fall within this goal.

At least 50% of our job applications will only be posted in our host community and in communities of disproportionately impacted.

At least 50% of our employment opportunities which are not granted to residents of our host community will be granted to persons with prior drug convictions, or to persons currently residing in areas of disproportionate impact.

Create a report annually on how the program benefits disproportionately harmed in attendance of our educational seminars.



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

William Francis Galvin
Secretary of the
Commonwealth

August 7, 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

IMPRESSED, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 6, 2019.**

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: **ALLI GREENBERG, SHAHRAM E. MOGHADDAM, RALPH GREENBERG**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ALLI GREENBERG, SHAHRAM E. MOGHADDAM, RALPH GREENBERG**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **SHAHRAM E. MOGHADDAM**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L1621022592
Notice Date: August 29, 2019
Case ID: 0-000-662-420



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



IMPRESSED, LLC
10 STONEGATE LN
DOVER MA 02030-1851

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, IMPRESSED, 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
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001382221

The date of filing of the original certificate of organization: 5/6/2019

1.a. Exact name of the limited liability company: IMPRESSED, LLC

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

2a. Location of its principal office:

No. and Street: 10 STONEGATE LANE
 City or Town: DOVER State: MA Zip: 02030 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SHAHRAM E. MOGHADDAM
 No. and Street: 10 STONEGATE LANE
 City or Town: DOVER State: MA Zip: 02030 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALLI GREENBERG	285 ELM STREET PEMBROKE, MA 02348 USA
MANAGER	SHAHRAM E. MOGHADDAM	10 STONEGATE LANE DOVER, MA 02030 USA
MANAGER	RALPH GREENBERG	285 ELM STREET PEMBROKE, MA 02348 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	SHAHRAM E. MOGHADDAM	10 STONEGATE LANE DOVER, MA 02030 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	SHAHRAM E. MOGHADDAM	10 STONEGATE LANE DOVER, MA 02030 USA

9. Additional matters:

10. State the amendments to the certificate:

AMENDED TO ADD RALPH GREENBERG AND ALLI GREENBERG AS MANAGERS.

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of July, 2019,
SHAHRAM E. MOGHADDAM, Signature of Authorized Signatory.

OPERATING AGREEMENT

OF

IMPRESSED LLC

(a Member-Managed Massachusetts Limited Liability Company)

Effective as of August ___, 2019

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

**OPERATING AGREEMENT
OF
IMPRESSED LLC**

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “*Agreement*”) of IMPRESSED LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “*Company*”), is entered into and made effective as of August __, 2019 by and among the Company, and each of the following persons:

Dr. Shahram Moghaddam, a natural person and a resident of the Commonwealth of Massachusetts, whose address is 10 Stonegate Lane, Dover, MA 02030,

Alli Greenberg, in her capacity as a Manager and shareholder of Greenberg Investment LLC I, whose address is 285 Elm Street, Pembroke MA 02359,

Ralph Greenberg, in his capacity as a Manager and shareholder of Greenberg Investment LLC I, whose address is 285 Elm Street, Pembroke MA 02359,

and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

This Agreement supersedes and replaces all prior agreements, written or oral, between each of its signatories, on any subject matter provided for in this Agreement or on any subject related to the governance of the Company or the rights, duties, powers and obligations of the Members of the Company to each other.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on May 6th, 2019; and,

WHEREAS, the Members and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

GENERAL

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be Impressed LLC.

Principal Office. The principal office of the Company shall be at 82 Wendell Ave, Ste. 100, Pittsfield MA 01201 or at such other place or places as the Members may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by the Act and applicable law.

The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the Act and applicable law.

Term. The Company commenced on January 26, 2019, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement, subject to the limitations set forth herein.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

MEMBERS

Meetings of Members. The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given

no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

Quorum. Unless a quorum consisting of at least a Majority of the Management Interests of the Members is present in person or by proxy, no action may be taken at a meeting of Members.

Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members whose percentage of Units would be sufficient to approve the action at a meeting of the Members. All Members who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

Voting Rights; Required Vote. Each Member shall be entitled to vote his, her or its Units with respect to any action required or permitted to be taken by the Members under this Agreement. All such actions that require the vote, consent or approval of the Members shall require the affirmative vote, consent or approval of a Majority of the Management Interests, as represented by Units, of the Members, unless the question or matter is one upon which, by express provision of applicable law or of the Certificate of Organization or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

Deadlock. In the event that a proposed action of the Members does not receive the vote, consent or approval of a Majority of the Management Interest of the Members pursuant to this Agreement and results in a deadlock of the Members (a “**Deadlock**”), the Deadlock shall be resolved as follows:

1. The Members shall mutually agree upon an independent third-party of relevant experience and competence to decide the matter by mediation.
2. If after 30 days of mediation the matter still has not been decided, the Company shall be dissolved.

Proxies. Every Member entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Member or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Member authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

Issuance of Additional Units. The Company may not sell or issue additional Units or other equity interests in the Company (“**New Units**”) without the affirmative vote, consent, or approval of a Majority of the Management Interest of the Members. Until there are more than two Members, such a decision shall require the unanimous consent of the Members. Dilution,

whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Management Interest of the Members.

Preemptive Rights of Members. Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the “***Preemptive Rights***”):

The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member’s Percentage Interest of Units at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member’s Percentage Interest of Units will be the same as the Percentage Interest of Units maintained by such Member immediately prior to the issuance of any such New Units.

Activities of Members. To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom.

Subject to the other express provisions of this Agreement, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

Liability of the Members. Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

No Withdrawal. A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Compensation; Expenses. Members shall not be entitled to receive any salary, fee or draw for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; *provided, however*, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who are also *bona fide*

employees of the Company may receive salaries from the Company in their capacity as employees.

Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Profits, Losses or distributions; *provided, however*, that this Section shall not apply to loans that a Member has made to the Company as authorized herein, or the terms of any New Units authorized in accordance with the terms of this Agreement.

No Company Certificates. The Units of the Members in the Company shall not be certificated.

Names and Capital Contributions of Members. The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on **Schedule A**, attached hereto and made a part hereof. The Members shall cause **Schedule A** to be updated as necessary from time to time.

Confidentiality. Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the “Confidential Information”).

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a Member. Each Member acknowledges and agrees that the right to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a Member of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member’s duties or to a Member’s own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Member shall return to the Company all property, written information and documents of the Corporation and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information’s return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

Exceptions to Confidentiality Related to the Business of the Company. In the event that the Company enters into any line of business that is or may become subject of regulation that requires the public or private disclosure to any regulator or other entity of information that would otherwise constitute Confidential Information, including without limitation a requirement by the Massachusetts Department of Agriculture or the Cannabis Control Commission to disclose the material terms of otherwise-Confidential Information such as the material terms of this Agreement, such information shall not constitute Confidential Information to the limited extent of permitting the Members to disclose the minimum amount of otherwise-Confidential Information required under any such law or regulation.

Non-Solicitation. None of the Officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (y) if such employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

MANAGEMENT AND OFFICERS

Management. The business and affairs of the Company will be managed by the Members. The Members shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a vote of the Members as provided herein.

The initial Members of the Company shall be Green Gold Investments LLC and Greenberg Investment LLC I. A Member may be removed only for cause. The Members may style themselves or hold themselves out to the general public as a "Manager" or other customary and usual terms denoting the authority to act on behalf of the Company.

Where the Members designate one or several of themselves as Managers, such designation shall be by their unanimous consent, and shall confer only those powers permitted by the Act, which the Members may limit or expand at their discretion.

Specific Rights and Powers of the Board. The Company shall have a Board of Directors initially comprised of the initial Members of the Company. The Board may make any decisions on behalf of the Company, or delegate such powers to those Members comprising the Board at their discretion. Decisions among Members of the Board, where the Board has an even number of Members, shall be subject to the deadlock provisions regarding mediation and other resolution provided as to ordinary decisions of the Members.

Without limiting the generality of this Section, the Board shall have the power and authority on behalf of the Company to do the following, except where such act would constitute an act requiring a vote as provided elsewhere herein:

Execute any and all documents or instruments of any kind that the Member deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Member may determine to be necessary or desirable in its absolute discretion, except that any such debt in excess of \$1,000 shall require the unanimous consent of the Members;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Member shall deem necessary or desirable in the Member's absolute discretion, including insurance policies insuring the Member against liability arising as a result of any action he or she may take or fail to take in his capacity as Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon a general manager or to Officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the

Member shall deem necessary or desirable in the Member's absolute discretion in order to carry out the purposes and business of the Company.

Determining the Board; Procedures for Board Elections. The Board may expand or reduce its number at any time by the unanimous decision of the Board Members (except, where being reduced, the asset of a Board Member being removed by such a reduction is not required unless that Board Member is one of the initial Members of the Company, in which case the Initial Members shall act in unanimity). The Board may create additional Board Member seats without the specific appointment of such a Board Member. The addition or removal of a Board Member shall not affect a Members' status *qua* a Member, I.e., the removal of a Board Member from the Board shall not constitute the expulsion of that Member from the Company.

Actions Requiring a Vote. Any elective purchase by the Company, or the creation of new indebtedness, in excess of \$1,000 in a single transaction or series of related transactions shall require the affirmative written approval of at least two of the Members, regardless of the composition of the Board.

Authority of Attorneys-In-Fact, Employees, Agents and Members. Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members by their unanimous decision. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members or the Company, it being understood that each Member should consult his or her own tax advisers regarding such matters.

Tax Matters Partner. The Members shall designate a "***Tax Matters Partner***" (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Shahram Moghaddam, in his capacity as an authorized representative of Green Gold Investments LLC.

Officers. The Members may from time to time elect or appoint one or more officers of

the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member. No officer shall be delegated the authority to take any action requiring the approval of the Members without the prior consent of such Members as are required to approve such actions.

Checks, Notes, Etc. The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Capital Contributions. The Members have contributed to the capital of the Company, as their "Initial Capital Contributions," the sums (whether in cash, by contribution of property, or a combination thereof) set forth on Schedule A to this Agreement. No allocation of Units in the Company shall be based in part or in whole upon Initial Capital Contributions. Nothing in this Agreement shall prevent any Member from claiming their Initial Capital Contributions as business-related expenses for tax purposes. No Member shall have any obligation to contribute any additional amount to the capital of the Company. Loans made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

Loans by Members. Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; provided, however, that each such loan shall be approved by the Members. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

Limitation on Return of Capital. None of the Members shall be entitled to a return of capital at any fixed time or upon demand, to receive interest on capital or to receive any distribution from the Company. In furtherance of and not in limitation of the foregoing sentence, the Members shall not have any right of any return of their Capital Contributions. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

Capital Deficits. None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

ALLOCATION OF PROFITS AND LOSSES

Allocation of Profits and Losses. Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interests; *provided, however*, that (a) if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

Compliance with the Code. The allocation provisions in this Section are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

Allocation of Profits and Losses upon Transfer or Change in Units. It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

Contributed Property. Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

DISTRIBUTIONS

Tax Distributions.

The Company shall make distributions pursuant to this Section to each Member in an amount no less than the federal, state and local income tax liability of such Member as a result of the allocations of Tax Items to such Member. Any distribution made by reason of this Section is referred to as a “***Tax Distribution***.”

Each Tax Distribution shall be made not less than five (5) business days before the next occurring due date for federal estimated income tax payments. In determining the amount of any Tax Distribution, it shall be assumed that the Tax Items were the only items entering into the computation of tax liability of the Members.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

Limitation upon Distributions. No distributions of any nature shall be permitted under this Section if, after any such distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

TRANSFER OF UNITS

Restrictions on Sale or Other Disposition. Except as otherwise provided for in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, “***Transfer***”) all or any portion of such Member’s Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

Members’ Right of First Refusal.

If a Member desires to Transfer any of his, her or its Units to any transferee other than those expressly permitted in this Section or any Units owned by any Member shall

be subject to sale or other Transfer by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, then such selling Member, or Member otherwise affected by such Transfer (in either case, a “**Selling Member**”), shall, as soon as reasonably practical (but in the case of a proposed Transfer pursuant to subsection (i), at least sixty (60) days prior to the effective date of such proposed Transfer), submit in writing to the other Member the proposed terms and conditions of the proposed Transfer (the “**Terms**”). Such Terms shall include, without limitation, the price to be received by the transferee (or in the case of a proposed Transfer pursuant to subsection (ii), the price, value or consideration, if readily determinable, on the basis of which such Units are proposed to be transferred to such transferee), the number of Units to be transferred (the “**For Sale Units**”) and the proposed transferee. After receipt of the Terms of the proposed Transfer, the other Member will have thirty (30) days (the “**Notice Period**”) to exercise its right of first refusal hereunder to redeem the For Sale Units at the lesser of (xi) the price or value as may be set forth in the Terms or (xii) the Agreed Value, with the terms of such consideration to be paid for the Units to be in the manner as stated herein, by notifying the Selling Member in writing of its intention to exercise its first refusal right.

Notwithstanding anything herein to the contrary, in the event of the purchase by a Member of another Member’s Units pursuant to this Section due to the death of a Member, if at the time of such death the Company has in place a key man life insurance policy on such Member, then the proceeds from such life insurance policy shall be applied to the purchase price for such deceased Member’s Units and, if applicable, the Closing Date shall be delayed to allow for the administration and receipt of such life insurance proceeds from the insurer.

Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor’s counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

Exception for Estate Planning. A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive distributions with respect to such Member’s Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

DISSOLUTION AND TERMINATION

Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members;

the entry of a decree of judicial dissolution of the Company under the Act; or

a Deadlock of the Members is not resolved within 30 days of the Deadlock's commencement.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his or her person or his or her property, then such Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his or her estate or administering his or her property, subject to the terms and conditions of this Agreement.

Winding Up, Liquidation and Distribution of Assets

Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members shall then promptly proceed to wind up the affairs of the Company.

If the Company is dissolved and its affairs are to be wound up, the Members are directed to:

sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

distribute the remaining assets to the Members on a pro-rata basis, in accordance with their respective Units, such distributions to be made either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined by the Members; and

allocate any Profit or Loss resulting from such sales to the Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, upon a

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

The Members shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, including filing a Certificate of Cancellation upon the completion of the winding up process.

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

EXCULPATION AND INDEMNIFICATION

Exculpation of Covered Persons.

Covered Persons. As used herein, the term "***Covered Person***" shall mean (i) each Member, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

MISCELLANEOUS PROVISIONS

Notices. All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on Schedule A to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

Waiver of Action for Partition. No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

Amendment. This Agreement may be altered or amended only by the unanimous consent of the Members.

Severability. If any provision of this Agreement or the application thereof to any

Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

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

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

No Prior Operating Agreements. This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however*, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.

Counterparts. This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

IMPRESSED LLC

By: _____
Shahram Moghaddam, *in his capacity as
an authorized representative of Green
Gold Investments LLC*
Member

By: _____
Ralph Greenberg, *in his capacity as an
authorized representative of Greenberg
Investment LLC I*

By: _____
Alli Greenberg, *in her capacity as an
authorized representative of Greenberg
Investment LLC I*

SCHEDULE A

**OPERATING AGREEMENT
OF
IMPRESSED LLC**

CAPITALIZATION TABLE

Name and Address	Capital Contribution	Units	% Management Interest	% Economic Interest
Green Gold Investments LLC 10 Stonegate Lane Dover, MA 02030	\$4,000,000.00	100	100	100
Greenberg Investment LLC I	\$-	0 Potential to 10 SEE SCHEDULE D	0 Potential to 10% SEE SCHEDULE D	0 Potential to 10% SEE SCHEDULE D

SCHEDULE B
OPERATING AGREEMENT
OF
IMPRESSED LLC

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

“**Act**” means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq*, and any successor statute, as it may be amended from time to time.

“**Affiliate**” shall mean any other Person that directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

“**Agreed Value**” means the fair market value of any Units at issue, as mutually agreed to by the parties selling and purchasing Units, or in the absence of such mutual agreement, determined in the following manner:

Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include discounts for illiquidity or lack of control but shall not include any premium for control.

“**Available Cash**” means the cash held by or immediately available to, the Company less such reserves for capital expenditures or other liabilities or other purposes as the Members, in their sole discretion, may determine.

“**Bankruptcy**” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets, (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due, (c) the making by such Member of a general assignment for the benefit of such Member’s creditors, (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“**Capital Account**” as of any given date shall mean the amount set forth on **Schedule A** as adjusted.

“Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

“Certificate of Organization” shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on March 29, 2019, as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“Company Property” means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

“Decedent” shall mean an individual Member who has died.

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

“Family”, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

“Losses” shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Majority in Interest” of Members shall mean one or more Members whose combined Percentage Interests of a given class of Units exceed fifty percent (50%) of all Percentage Interests of Units owned by all Members of the same class of Units. The Company shall initially have one class of Units, with additional classes created or removed only in accordance with the procedures provided herein for the issuance of new Units.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member pursuant to the terms and conditions of this Agreement.

“Percentage Interest” of Units or of Members shall mean the number of Units of a

given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

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

“Profits” shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Tax Items” means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

“Treasury Regulations” shall include proposed, temporary and final regulations promulgated under the Code.

“Unit” shall mean those interests in the Company that shall have (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or (b) voting membership rights in the Company.

SCHEDULE C
**OPERATING AGREEMENT
OF
IMPRESSED LLC**

UNITHOLDER AGREEMENT

Certain capitalized terms not otherwise defined herein shall have the same meaning assigned to them in the Operating Agreement of the Company. The “Unitholder Agreement” and the “Operating Agreement” are defined separately herein for the convenience of the undersigned signatories only; it is otherwise a material term, and condition precedent to the efficacy of, the Operating Agreement.

Each and every provision of this UNITHOLDER AGREEMENT (the “Unitholder Agreement”) is a material term of the OPERATING AGREEMENT OF IMPRESSED LLC (the “Operating Agreement”). It binds each and every Member of the Company. Its execution is a condition precedent to the efficacy of the Operating Agreement. No Member may be admitted absent that Member’s execution of a counterpart of this Unitholder Agreement.

WE, THE UNDERSIGNED UNITHOLDERS OF IMPRESSED LLC, HEREBY AGREE AS FOLLOWS:

I. NATURE OF AGREEMENT

1. This Unitholder Agreement is entered into and made effective upon the date of our signatures below;
2. Our acceptance of this Unitholder Agreement is a material term of the Operating Agreement of the Company;
3. This Unitholder Agreement may be enforced against any of its signatories by a Member of the Company individually, or by the Company (or by a derivative thereof);
4. This Unitholder Agreement is binding upon all Members of the Company, and we shall cause any person who would become a Member of the Company to execute a counterpart of this Agreement;
5. This Unitholder Agreement may only be amended by our unanimous consent, and may be terminated only upon the dissolution of the Company.
6. If the Company should convert to any other corporate form, or otherwise undergo a change in its corporate form, we shall undertake our best efforts to enter into an agreement on substantially the same material terms as this Agreement, which shall include our agreement to substantially the same rights, duties, powers and obligations to each other.

**II. AGREEMENT TO VOTE SHARES ON CERTAIN SUBJECTS IN A FASHION
ADVANTAGEOUS TO THE INITIAL MEMBERS OF THE COMPANY**

7. The form, time, delivery, and frequency of our Votes as Members of the Company shall be governed by the Operating Agreement.

8. We shall have the right to vote our Units according to our rights under the Operating Agreement except that, to the maximum extent permitted under the Act, we shall always vote our Units in a fashion consistent with the following terms:

A) We shall at all times vote our Units such that under no circumstance shall any other person have an interest in the Company exceeding the combined total number of Units held by Green Gold Investments LLC and Greenberg Investment LLC I unless either such person has ceased to be a Member of the Company;

B) We shall at all times vote our Units such that no person other than Green Gold Investments LLC and Greenberg Investment LLC I shall have the power to terminate, dissolve, or sell all or substantially all of the assets and business operations of the Company through one or several related transactions (except that the Company may undergo an inversion, change in corporate form, or other purely “paper change” for any reason not involving a substantial material change to the form, nature, governance, ownership, control, or membership roll of the Company) without, at least, their mutual consent to such termination, dissolution, or sale;

C) We shall vote our Units such that the Operating Agreement is not amended in a fashion prejudicial to the rights, duties, powers and obligations of either Green Gold Investments LLC and Greenberg Investment LLC I as initial Members of the Company;

D) We shall vote our Units to undertake any amendments, revisions, novations, or other revisions to the Operating Agreement, the Unitholder Agreement, or the allocation of Units as may be necessary to ensure that any Member who commits an act that would otherwise disqualify the Company from holding any licensure it seeks, including licensure from the Massachusetts Department of Agriculture to cultivate, possess, or distribute hemp/CBD products or a license from the Cannabis Control Commission to cultivate, test, manufacture, or distribute cannabis as a lawful cannabis-related business is subject to such reduction in Units or expulsion from the Company as a Member, as may be necessary to protect the ability of the Company to seek such a license.

E) Any Vote to the contrary shall constitute a “freeze-out” as that term is used in the laws of the Commonwealth of Massachusetts, entitling a party prejudiced by such a Vote to the contrary to seek injunctive relief, without opposition, forbidding the effectiveness of such a Vote.

F) Any vote to the contrary is not made in “good faith” within the meaning of the Operating Agreement.

This Unitholder Agreement shall constitute an agreement among the Members of the Company, without regard for the indemnification or waiver of duties provisions of the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

By: _____
Shahram Moghaddam, *in his capacity as*
an authorized representative of Green
Gold Investments LLC
Member

By: _____
Ralph Greenberg, *in his capacity as an
authorized representative of Greenberg
Investment LLC I*

By: _____
Alli Greenberg, *in her capacity as an
authorized representative of Greenberg
Investment LLC I*

SCHEDULE D

OPERATING AGREEMENT OF IMPRESSED LLC

EQUITY COMPENSATION AGREEMENT

THIS EQUITY COMPENSATION AGREEMENT (this "Agreement") made as of this ____ day of August, 2019, between **IMPRESSED LLC**, a limited liability company organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "Issuer") and **Greenberg Investment LLC I**, a limited liability company organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "Member");

1. Schedule of Equity Interests: Grants and Vesting. The Issuer shall grant the Member equity interests of its only class of such interests, referred to as "Units" in the Operating Agreement of the Issuer, according to the following schedule:

Units	Economic Interest	Management Interest	Par Value	Vesting Event
5	5%	5%	\$0.00	Hanson HCA
5	5%	5%	\$0.00	Cannabis license

Units described above are cumulative - I.e., each Vesting Event shall grant to the Member the number of Units described above without regard for Units already awarded.

a) Definition of Vesting Events.

- i. "Execution" shall mean the execution of this Agreement.
- ii. "Hanson HCA" shall mean the execution of a binding Host Community Agreement between the Issuer and the Town of Hanson, as the term "Host Community Agreement" is defined at M.G.L. ch.94G §3(d).
- iii. "Cannabis license" shall mean the grant of a license to operate a lawful cannabis business in the Commonwealth of Massachusetts to Impressed LLC, for any location.

2. Responsibilities of Member. This Agreement is entered into in consideration of the Member's obligations to contribute the labor of the Member's sole members and managers Ralph Greenberg and Alli Greenberg to the Issuer. Without limiting the generality of the foregoing, the Member's sole members and managers Ralph Greenberg and Alli Greenberg shall be obligated to exercise their best efforts to secure a cannabis license for the Issuer and to perform any tasks necessary and incidental thereto, and thereafter to serve the Issuer in the capacity of managers or otherwise as directed by the Issuer to sustain operations at any or all of its locations. Nothing in this Agreement shall forbid the Issuer from providing further compensation to the Member. As of the execution date of this Agreement the Issuer is bound to compensate the Member in the amount of \$5,000 per month, which the Issuer and Member may re-negotiate and modify per the terms of their mutual agreement. Failure of the Issuer to secure a cannabis license, or the commission of any act by the Member or by either

Ralph Greenberg or Alli Greenberg (i) tending to render it impossible for the Issuer to secure a cannabis license *given* the continuation of this Agreement (for example, the commission of a felony of the type that would forbid the Issuer from being granted a cannabis license naming as a controlling person any person who commits such a felony), (ii) tending to bring the Issuer into disrepute or materially impairing its ability to conduct any business in the Commonwealth of Massachusetts, (iii) tending to constitute a breach of any fiduciary duty between the Member and the Issuer as defined in the Operating Agreement of the Issuer, (iv) breaching the Operating Agreement, (v) breaching this Agreement or any other agreement between the Issuer and any or all of the Member, Ralph Greenberg, and/or Alli Greenberg, or (vi) the outright sale of the Issuer to a third party.

3. Miscellaneous Provisions.

(a) Headings. The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(b) Assignment. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Member and the successors and permitted assigns of the Issuer.

(c) Entire Agreement. This Agreement and the documents and agreements referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto, whether verbal or in writing. There are no other written or verbal representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties.

(d) Amendments. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

(e) Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

(f) Further Acts. The parties shall do all such further acts and things and provide all such assurances and deliver all such documents in writing as may be required, from time to time in order to fully carry out the terms, provisions and intent of this Agreement.

(g) Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules.

(i) Securities Regulatory Authority Requirement. The Issuer and the Member acknowledge that this Agreement shall be subject to compliance with any applicable rules, regulations and policies of any stock exchange or exchanges on which any securities of

the Issuer may from time to time be listed and any other securities authority having jurisdiction.

(j) Time of the Essence. Time shall be of the essence in this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first written above.

By: _____
Shahram Moghaddam, *in his capacity as an authorized representative of*
Impressed LLC

By: _____
Ralph Greenberg, *in his capacity as an authorized representative of Greenberg Investment LLC I*

By: _____
Alli Greenberg, *in her capacity as an authorized representative of Greenberg Investment LLC I*

ADVANTAGEOUS TO THE INITIAL MEMBERS OF THE COMPANY

7. The form, time, delivery, and frequency of our Votes as Members of the Company shall be governed by the Operating Agreement.

8. We shall have the right to vote our Units according to our rights under the Operating Agreement except that, to the maximum extent permitted under the Act, we shall always vote our Units in a fashion consistent with the following terms:

A) We shall at all times vote our Units such that under no circumstance shall any other person have an interest in the Company exceeding the combined total number of Units held by Green Gold Investments LLC and Greenberg Investment LLC I unless either such person has ceased to be a Member of the Company;

B) We shall at all times vote our Units such that no person other than Green Gold Investments LLC and Greenberg Investment LLC I shall have the power to terminate, dissolve, or sell all or substantially all of the assets and business operations of the Company through one or several related transactions (except that the Company may undergo an inversion, change in corporate form, or other purely "paper change" for any reason not involving a substantial material change to the form, nature, governance, ownership, control, or membership roll of the Company) without, at least, their mutual consent to such termination, dissolution, or sale;

C) We shall vote our Units such that the Operating Agreement is not amended in a fashion prejudicial to the rights, duties, powers and obligations of either Green Gold Investments LLC and Greenberg Investment LLC I as initial Members of the Company;

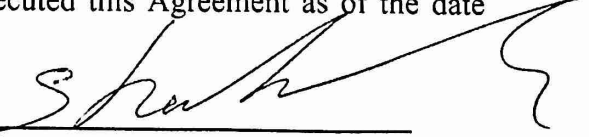
D) We shall vote our Units to undertake any amendments, revisions, novations, or other revisions to the Operating Agreement, the Unitholder Agreement, or the allocation of Units as may be necessary to ensure that any Member who commits an act that would otherwise disqualify the Company from holding any licensure it seeks, including licensure from the Massachusetts Department of Agriculture to cultivate, possess, or distribute hemp/CBD products or a license from the Cannabis Control Commission to cultivate, test, manufacture, or distribute cannabis as a lawful cannabis-related business is subject to such reduction in Units or expulsion from the Company as a Member, as may be necessary to protect the ability of the Company to seek such a license.

E) Any Vote to the contrary shall constitute a "freeze-out" as that term is used in the laws of the Commonwealth of Massachusetts, entitling a party prejudiced by such a Vote to the contrary to seek injunctive relief, without opposition, forbidding the effectiveness of such a Vote.

F) Any vote to the contrary is not made in "good faith" within the meaning of the Operating Agreement.

This Unitholder Agreement shall constitute an agreement among the Members of the Company, without regard for the indemnification or waiver of duties provisions of the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.


By: 
Shahram Moghaddam, in his capacity as

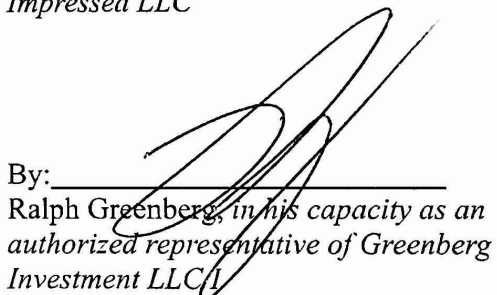
(g) Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules.

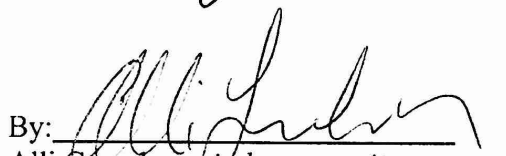
(i) Securities Regulatory Authority Requirement. The Issuer and the Member acknowledge that this Agreement shall be subject to compliance with any applicable rules, regulations and policies of any stock exchange or exchanges on which any securities of the Issuer may from time to time be listed and any other securities authority having jurisdiction.

(j) Time of the Essence. Time shall be of the essence in this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first written above.

By: 
Shahram Moghaddam, in his capacity as
an authorized representative of
Impressed LLC

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Ralph Greenberg, in his capacity as an
authorized representative of Greenberg
Investment LLC I

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Investment LLC I

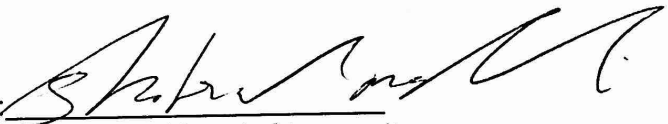
shall constitute one agreement.

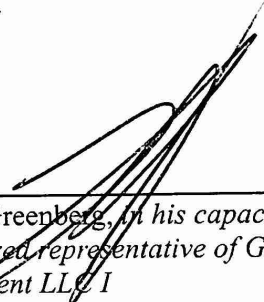
[Signature Page Follows]

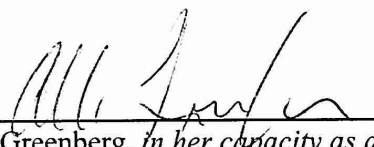
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

IMPRESSED LLC

By: 
Shahram Moghaddam, in his capacity as
an authorized representative of Green
Gold Investments LLC
Member

By: 
Ralph Greenberg, in his capacity as an
authorized representative of Greenberg
Investment LLC I

By: 
Alli Greenberg, in her capacity as an
authorized representative of Greenberg
Investment LLC I

IMPRESSED LLC

Cannabis Cultivation
Alli Greenberg
alli@impressedma.com
617.590.9137

ITS A LIFESTYLE.

IMPRESSED LLC plans to put the power back in the cultivator, and ultimately the end user. By 2021, the well thought-out, design and best practices will be applied to our cannabis brand.

Our Hanson, Massachusetts cultivation facility will support a tier 2 grow operation, guaranteeing the maximized yield of consistency, flavor packed, expertly grown to wholesale to licensed vendors in state.

PROJECT **OVERVIEW**

In a 13,000 square foot building, we will build a state of the art facility to produce craft quality Cannabis Flower. This grow will focus on strains that are suited towards solventless hash production. Clean, tested inputs and microbe teas will be utilized for terpene production.

We take pride in our work, and actively support the culture of Cannabis to ensure our brand image is synonymous with quality and cultural balanced.

PROVEN QUALITY, CONSISTENCY, & EFFICENCY.

A highly skilled workforce. Our team brings together years of cultivation and operational success in the cannabis market.

R&D. Through meticulous research and trials, we have developed a thorough understanding of what it takes to grow quality, high yielding strains, and as such have created our own meticulous Standard Operating Procedures. We have a firm grasp on the ideal environmental conditions, lighting, and growing media required for a consistent high-end product.

Our Facility plans. Consistent quality requires an ideal growing environment. We plan to design and operate our facility with state of the art HVAC, automated environmental, and nutritional controls, and enhanced biosecurity tactics.

DEPENDABILITY

Strict Standard Operating Procedures (SOP's). Strict adherence to our unique cultivation and operational practices allows us to deliver a consistently high quality product in a predictable timeframe.

Supply Chain Logistics. With our consistently flower yielding five major harvests per year, including our staple strains and smaller-batch seasonal launches, we are able to build reliable vendor relationships with no disruption in manufacturing.

Future Proof. Our strategy is modeled on a thoughtfully planned method and applications. Our focus on building brand loyalty by maintaining consistent product quality and demonstrating Corporate Social Responsibility is in tune with market trends and current consumer research.

COMPLIANCE **-REGULATIONS**

Team IMPRESSED will manage day to day operations, and supply all cultivation and administrative labor at the outset.

Adhering to strict policies regulating the use of chemicals and pesticides as outlined by the Cannabis Control Commission in Massachusetts.

IMPRESSED LLC is committed to maintaining a clean room environment where the plant will be grown to state standards following all CMR 500.

RETAIL **STRATEGY**

Producing and selling our own craft cannabis(Vertical Integration) ensures a stable supply chain and increased profits and margins.

Rather than differentiation solely by pricing, we focus on providing a streamlines and convenient retail experience:

- Skip the wait with online ordering and easy customer pickup
- Make ample parking readily accessible nearby
- Staff enough knowledgeable budtenders to keep wait times short

COMPANY STRUCTURE

Shahram- CEO / Owner

Main Work Responsibilities – As the most senior member of the Management Team, the CEO is the leader of all management in the company.

Responsible for federal, state, and local regulations related to Cannabis Control Commission, CMR-requirements.

Internal Relationships – The CEO is responsible for reporting significant data and decisions to a company's board of directors (Funding, future plans).

Funding, management, working with each one of you individually to ensure the company's success, being a resource/ tool to everyone, help, expansion, consulting, liaison between Marketing/ Impressed, hiring of new employees, Finances, monthly payments, purchases, Making sure that everything listed here stays on track,

External Relationships – Combined with the COO, the CEO is tasked with making public appearances and maintaining the company's public reputation

Ralph- COO / Owner

Main Work Responsibilities – The COO oversees all tasks involving sales, marketing, and production.

Responsible for federal, state, and local regulations related to Cannabis Control Commission, CMR-requirements.

Internal Relationships – As a top-ranking executive, the COO must be able to communicate clearly and frequently with the CEO.

The COO will be responsible for bringing future projects to the table, sales of products inside of the Impressed facility, Data Collection Management, expansion opportunities, Dispensary/ Product Development, Trials, Genetics, Supply relationships, and oversight of any changes within Impressed will be communicated with Cultivation Director & CEO.

External Relationships – The COO is often in contact with outside vendors, distributors, and production companies. The goal of this position is to continue to grow the brand and bring opportunities to the table through the current channels we have.

Alli- Cultivation Director | Owner

Main Work Responsibilities – As the boots on the ground in MA. This member of reports directly to the CEO & COO.

Responsible for federal, state, and local regulations related to Cannabis Control Commission, CMR-requirements.

Internal Relationships – The Cultivation Director is responsible for reporting significant data and decisions from Impressed to a company's CEO & COO.

Daily management, licensing upkeep, monthly reporting, sales goals, payroll to Impressed Employees, First Line of communication in MA, Shipping/ Receiving, Partnership development (clones, cut, flower sales), Relationship Management, Monthly Metric reporting, etc.

External Relationships – Combined with the COO & CEO, the Cultivation Director / Head of consulting will be responsible for the success of Impressed, continued good standing of the license, and growing the brand in Massachusetts.

GROWTH **STRATEGY**

PHASE ONE

1. Focus on operational efficiencies, maintaining financial discipline, and leveraging our strong brand awareness and customer loyalty.

PHASE TWO

2. Expansion of cultivation site to expand flower production. Acquire manufacturing license to launch solventless line.

PHASE THREE

3. To become a vertically integrated business model at our retail location.

TIMELINE

2019-2021

Year One:

Acquisition and build out of cultivation facility.

Establishment of quality, and a dependable flower brand.

Securing supply chains and dispensary connections.

Defining the brand as a local south shore staple and community cornerstone.

Developing reputation as industry experts and meaningful content creation supporting our CSR initiatives.

Year Two:

Acquire manufacturing license. Expansion into creation of value-added products to boost margins. E.G. shampoo, cosmetics, balms.

Further expansion of cultivation canopy space to meet market demand and fill value added product orders

Development of new product line to provide quality adult use products for an under served customer base. E.G. Female focused design.

Year Three –Five+

Expansion into new states

Developing relationships with craft brands outside the industry. E.G. breweries, research.

Product available
For wholesale

**January
2021**

Cultivation
Begins

Provisional License
Granted

Wholesale contracts are
sought and negotiated for
upcoming harvest

Build-Out Completed

- Demolition
- Install Wall Panels

NEGOTIATE
HCA

Approve special
permit/site plan.

**January
2020**

PROJECT TIMELINE

September brings our group Impressed LLC to a pivotal moment in our process of finalizing our special permit with the town of Hanson. Followed up with a provisional License from the CCC for the new year of 2020.

27%

100%

8/17/19

IMPRESS YOURSELF

- Our team combines medical and recreational cannabis markets experience, reliable supply chain logistics production scheduling, and a growing network of partnerships and vendor relationships.

GENERATIONS

INSURANCE GROUP, LLC.

03/20/2020

Impressed, LLC
15 Commercial Way
Hanson, MA 02341

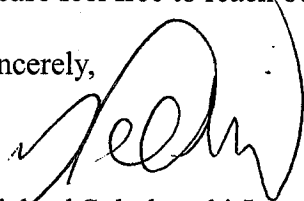
Re: Liability Insurance for 15 Commercial Way, Hanson, MA 02341

Dear Dr. Mohaddam,

Per our discussion regarding obtaining liability insurance for cannabis distribution at the above location in Hanson, MA, we have already reached out to several markets on your behalf. Once the license gets approved, we will be submitting applications immediately and we have already confirmed that limits of \$1 Million Per Occurrence and \$2 Million in Aggregate annually, including both General Liability and Product Liability, with a deductible of no more than \$5,000 per occurrence, are available. One program that we will be pursuing is the specialty Cannabis Program through United National Group, a member of the Global Indemnity Group. In case you need it in the meantime, more information on their specific program can be found at: <https://www.globalindemnity.ky/united-nat/programs>.

Please feel free to reach out to us with any further questions regarding the process at any time.

Sincerely,



Michael Sokolowski Jr.
Partner, Generations Insurance Group, LLC

Standard Operating Procedure RECORD KEEPING

General Requirements

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. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)

Marijuana Waste disposal records as required under 935 CMR 500.105(12)

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission

1. Purpose

The purpose of this SOP is to provide guidance on some of the logs and records to be kept by the cultivation facility.

2. Scope

The scope of this SOP includes all employees working in the facility, and all visitors, contractors, law enforcement, regulators, etc.

3. Prerequisites

Each employee will be taught the proper way to fill out logs and records, and how to properly store them and deliver them to the appropriate personnel.

4. Responsibilities

The director of the facility is responsible for insuring all logs and records are kept up to date, and stored for the proper statutory period.

5. Procedure

We will utilize the Metrc Point of Sale software system for tracking seed to sale inventory, financial records, cultivation and facility records, dispensary records and to integrate accounting records originated in the financial program. Payroll will be performed by an outside service, and adjusting entries will be imported into Metrc. We will be able to track seeds through harvest, and any product that is transferred to the MIPS kitchen or destroyed. Our record keeping will include sales, seed-to-sale tracking and all other business components except for the following, which will be in an add on database:

- Internal Auditor Spot Counts
- Record Shredding Log
- Cultivation Manual
- Emergency Action Plan (RMD also)
- Security Logs (RMD also)
- Visitor Log (RMD also)
- Pesticide Log Preventative Action Forms & Log
- Foreign Matter Inspection

- Integrated Pest Management Log
- Shipping Records
- Corrective and Preventative Actions • Chain of Custody Logs
- Sample Collection Log
- Lot and Batch Release Log
- Recall Forms
- Employee Handbook/Training Log
- Sanitation Program
- Cannabis Destruction Records
- Waste Disposal Plan/Log
- Nutrient Dispensing Log
- Daily Opening/Closing Checklist
- End of Day Deposit Template
- Master Employee Scheduling Form • Product Return Log
- Employee Applications
- Employee Discipline Reports

Cultivation Records

Pursuant to state law, the cultivation facility shall keep and maintain upon the permitted premises for a six-year period true, complete, legible and current books and records, including but not limited to the following:

- Inventory tracking including transport of Company cannabis and manufactured cannabis products.
- Sales and compliance with regulations.
- Financial records including Company income, expenses, bank deposits and withdrawals, and audit reports;
- Logs of entry and exit for the cultivation facilities.
- Employee records.
- Security recordings will be retained a minimum of one year.
- Records of entry and exit for all individuals who entered the facility.
- Amounts by category of cannabis products manufactured and offered for sale by the facility.

- Amounts by category of cannabis and manufactured cannabis products sold by the facility.
- A list of all cannabis, manufactured cannabis products, or unusable cannabis materials that have been destroyed or will be destroyed by the facility.
- A summary of the financial statements.
- Laboratory results of all tests that were conducted.
- Description of any breach or halt in the facility's security system and tracking system.
- Any additional/other information requested by the department.

Tracking/Logging Workflow and Pertinent Data

All workflow will be tracked and recorded for daily review by the facility manager. Logs may be utilized by designated employees to track workflow. In addition to logging, all information shall be entered into the seed to sale tracking software.

Information Recording Logs

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

Visitor Log

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

Cleaning Log

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

Maintenance Log

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

Light intensity Log

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

Pest Control Log

Plant growth zone managers will be responsible for tracking and logging all pest and disease control measures within the facility.

Feed Schedule Change Log

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

Transplant Log

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

Harvest Log

All flowering zone harvest schedules are tracked on the facility harvest log. The flowering zone management team is responsible for updating this log and noting any variances to the CFM.

Daily Inspection Log

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

- Room temperature: zone manager
- Humidity: zone manager
- CO2: zone manager

- Electrical and lighting: zone manager - Pest and disease: zone manager
- Photoperiod: zone manager

Curing Log

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

Testing Log

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

Finished Batch Log

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

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

- The batch number.
- Whether the batch originated from cannabis seeds or cannabis cuttings.
- The strain of the cannabis seeds or cannabis cuttings planted.
- The number of cannabis seeds or cannabis cuttings planted.
- The date on which the cannabis seeds or cuttings were planted.
- A list of all chemical additives used in the cultivation, including, without limitation non-organic pesticides, herbicides and fertilizers.
- The number of cannabis plants grown to maturity. • Harvest information, including, without limitation:
 - the date of harvest;
 - the final yield weight of processed usable cannabis; and
 - the name and cannabis establishment agent registration.

6. References

Please refer to the different logs maintained by the facility director for specific instructions for record keeping.

7. Reporting

All logs must be kept up to date, and all entries must be signed by the person making them.

Standard Operating Procedure RECORD RETENTION POLICY

1. Purpose

The purpose of this SOP is to provide guidance on the facility's record retention policy, including where and how it is stored.

2. Scope

The scope of this SOP is for all employees who provide back office support and are responsible for the records maintained by the facility.

3. Prerequisites

The prerequisites for reaching the security level where employees have access to the database, passwords, and physical hard copy includes original training and specialty training in back room procedures, record databases, and protocols for record retention/destruction. The facility director will maintain a list of all employees with access to the ability to purge records from the software system, and also who may designate records to be physically shredded.

4. Responsibilities

Only senior level employees may actually destroy records, and only upon clearance with the facility director, who will provide time frames for record destruction based on outside counsel's interpretation of the regulations.

5. Procedure

Retention of Laboratory Test Results

The facility will retain all laboratory test results for each batch and lot of marijuana tested for a minimum of five (5) years on-site within the Licensed Premise. Laboratory test results will be maintained within a lockable filing cabinet located in a limited-access area on the Licensed Premise.

- The facility will retain every certificate of analysis within secure storage in a limited access area of the Licensed Premise.

Records and Documents Storage Retention

Unless otherwise specified, the facility will retain and maintain all records and duplicate sets of records for a minimum of six (6) years.

Duplicate Records and Off-Site Storage

The facility will maintain duplicate sets of all records required by regulation. These duplicate copies of the facility's records will be maintained at a secure, off-site location. This location will only be disclosed to personnel with proper security clearance. The off-site record storage will be secured with a security alarm and surveillance system to ensure access is limited to authorized personnel only. The facility will maintain duplicate copies of all records at a secure storage facility within the state.

Reports

The facility can generate a list of the products and their specifications that have been offered for distribution. These reports are to be provided to the Department upon request.

- Reports can be created through the Metrc inventory control system.
- Within the inventory control system, the facility will be able to generate a list of all the products along with their specifications that were offered for distribution.
- This list can be generated for all products offered within specific date ranges.

Record retention

- The facility shall retain for a minimum of six years business operation records including but not limited to:
 - Inventory tracking including transport of marijuana and manufactured marijuana products;
 - Sales and compliance with any dispensing limitations;
 - Financial records including income, expenses, bank deposits and withdrawals, and audit reports;
 - Logs of entry and exit for facility; and
 - Employee records.

6. References

Please refer to the outside counsel's report on record retention policies which is updated quarterly.

7. Reporting

Any and all changes to the record retention policy must be vetted by the facility director. If the policy is changed, a copy is circulated to all employees through our email listserv.

Standard Operating Procedure

MAINTAINING OF FINANCIAL RECORDS

1. Purpose

The purpose of this SOP is to provide guidance on the facility's maintaining of financial records policy, including where and how it is stored.

2. Scope

The scope of this SOP is for all employees who provide back office support and are responsible for the records maintained by the facility.

3. Prerequisites

The prerequisites for reaching the security level where employees have access to the database, passwords, and physical hard copy includes original training and specialty training in back room procedures, record databases, and protocols for record retention/destruction. The facility director will maintain a list of all employees with access to the ability to purge records from the software system, and also who may designate records to be physically shredded.

4. Responsibilities

Only senior level employees may actually destroy records, and only upon clearance with the facility director, who will provide time frames for record destruction based on outside counsel's interpretation of the regulations.

5. Procedure

Records and Documents Storage Retention

Unless otherwise specified, the facility will retain and maintain all financial records and duplicate sets of records for a minimum of six (6) years.

Duplicate Records and Off-Site Storage

The facility will maintain duplicate sets of all financial records required by regulation. These duplicate copies of the facility's financial records will be maintained at a secure, off-site location. This location will only be disclosed to

personnel with proper security clearance. The off-site financial record storage will be secured with a security alarm and surveillance system to ensure access is limited to authorized personnel only. The facility will maintain duplicate copies of all records at a secure storage facility within the state.

Financial Record retention

The facility shall retain for a minimum of six years all financial records including income, expenses, bank deposits and withdrawals, and audit reports.

6. Reporting

Any and all changes to the record retention policy must be vetted by the facility director. If the policy is changed, a copy is circulated to all employees through our email listserv.

Personnel Policies

FOREWORD

IMPRESSED LLC believes in keeping our employees fully informed about what you can expect from the company as an employee and the obligations assumed as an employee. We urge you to become familiar with our policies, procedures, practices and benefits.

This manual is intended only to give you general information about the work rules and procedures under which we operate, as well as the benefits offered.

The policies and practices described in this Manual reflect a great deal of concern for the people who make it possible for our facility to exist...**our employees**.

Questions on any matter pertaining to employment or any information included in this Manual should be directed for clarification to Shahram Moghaddam.

OUR RESPONSIBILITIES

Notwithstanding any other provision of this Manual, all managerial and administrative functions and authorities entrusted to and inherently conferred upon employers expressly and by law are retained and vested exclusively with the executive management of IMPRESSED LLC.

IMPRESSED LLC will apply for agent registration for employees, managers, executives, board members and directors. 30 days prior to submitting such application, IMPRESSED will obtain a CORI report on each applicant. IMPRESSED LLC will use the information in the CORI report to complete the background check information for criminal actions for each applicant. New CORI reports shall be obtained prior to the one year anniversary of the last report obtained.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

IMPRESSED is committed to the principles of equal employment opportunity and makes every effort to recruit, select, train, promote, compensate, and terminate impartially, with decisions based upon valid job requirements and performance. This means that employment decisions are made without regard to race, color, religion, sex, national origin, age, sexual orientation, marital status, citizenship status, veteran status or disability. Additionally, IMPRESSED LLC conforms to all federal, state and local ordinances regarding equal employment opportunities.

Underlying this policy is the recognition by IMPRESSED LLC that continued growth and business success depends on the development and utilization of our most important resource – our employees.

Under no circumstances will IMPRESSED tolerate or condone any actions or statements by employees which discriminate against or harass another individual in violation of this policy and IMPRESSED LLC will hold employees responsible for such actions. There is no place in IMPRESSED LLC for any employee's personal prejudices.

ANTI-HARASSMENT POLICY

IMPRESSED LLC does not tolerate harassment in the workplace or in any situation that is work-related (including social gatherings). Prohibited forms of harassment include **sexual** harassment and harassment on the basis of **race, color, gender, national origin (including accent), religion, disability, age**, or any other legally protected characteristic. Prohibited harassment is considered to be misconduct and grounds for disciplinary action, up to and including discharge.

Harassment Generally

Harassment is defined as unwelcome or unsolicited comments or conduct that target a person based on his/her protected characteristic and that is so severe or so pervasive that it interferes with an employee's job performance or creates an intimidating, hostile or offensive working environment. Some examples of what may be considered harassment, depending on the facts and circumstances, are the following:

- **Verbal Harassment** — Derogatory or vulgar comments regarding a person's race, gender, religion, national origin (including accent), ethnic heritage, physical appearance, age, disability, or other protected characteristic. Verbal harassment also includes threats of physical harm. Distribution of written or graphic material which relates to race, age, gender, disability or other protected characteristic and which could be viewed as offensive, vulgar or derogatory may also constitute harassment.
- **Physical Harassment** — Hitting, pushing or other aggressive physical contact, touching or threats to take such action may constitute harassment where such actions are based on an individual's race, gender, religion, national origin (including accent), ethnic heritage, physical appearance, age, disability, or other protected characteristic.

Sexual Harassment Defined

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when 1) submission to such conduct is an explicit or implicit term or condition of employment; 2) submission to or rejection of the conduct is used as the basis for an employment decision; or 3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. This can include threats that are not carried out.

A sexual advance is not needed for conduct to constitute sexual harassment. Threats, harassing remarks, insults, and demeaning behavior on the basis of gender is considered sexual harassment. Sexual harassment may also include explicit sexual propositions, sexual innuendo, suggestive comments, gender-based slurs, sexually oriented or gender-based "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and improper physical contact, such as patting, pinching or brushing against another's body. Sexual harassment may include verbal or physical conduct of a sexual or gender-based nature engaged in by a person of the same sex as well as of the opposite sex. Sexual harassment does not refer to occasional compliments of a socially acceptable nature or welcome social relationships.

What to Do If You Believe You Have Been Harassed or Witnessed Harassment

If you believe you have been the subject of harassment, you should **immediately** bring the subject to the attention of Shahram Moghaddam.

Why Complaints Are Important

Some conduct may not be perceived as harassment in the absence of a complaint, such as kidding around, jokes, or personal attention. As a company, we can only respond to concerns if we are aware they exist. We do not tolerate harassment, and do not want or expect employees who believe that they are being harassed to suffer in silence. Therefore, if you are exposed to offensive and unwanted conduct that you believe to be in violation of this policy, you should complain.

What The Practice Will Do About Complaints Of Harassment

IMPRESSED LLC will investigate all incidents of harassment, and determine the appropriate remedy. Disciplinary action, up to and including termination from employment, may be taken. IMPRESSED LLC will discuss with the complainant the outcome of the investigation, and where appropriate may ask for feedback regarding the complainant's preferred resolution. IMPRESSED LLC will also discuss the outcome of the investigation and any disciplinary actions with the alleged offender.

In conducting an investigation, IMPRESSED LLC will respect the privacy of all concerned, however, complete confidentiality may not always be possible because of the need to conduct an investigation and take steps necessary to eliminate harassment.

No Retaliation for Complaining

This policy prohibits retaliation against any employee who in good faith raises a complaint or provides information concerning an alleged violation of this policy. Any person who is found to have taken adverse actions against an individual because he or she raised a complaint or provided truthful information during an investigation will be subject to disciplinary action, up to and including termination from employment.

AMERICANS WITH DISABILITIES ACT POLICY

It is the policy of IMPRESSED LLC to work within applicable federal, state or local laws to provide reasonable accommodation to enable qualified individuals with a disability to perform the essential functions of his/her job.

It is the policy of IMPRESSED LLC not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Definitions

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

- **Disability** refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment is a "disabled individual."

- **Qualified individual with a disability** means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
- **Reasonable accommodation** means making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.
- **Undue hardship** means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at that facility; (4) the effect on expenses and resources or other impact upon that facility; (5) the overall financial resources of IMPRESSED LLC ; (6) the overall number of employees and facilities; (7) the operations of the particular facility as well as the entire Practice; and (8) the relationship of the particular facility to IMPRESSED LLC. These are not all of the factors but merely examples.
- **Essential job functions** refer to those core activities of a job that define the job and cannot be modified.

Any employee confronted with a decision or behavior, which he or she believes is contrary to either of these policies, should notify the executive manager. IMPRESSED LLC will investigate all reported incidents on a confidential basis and upon complete investigation will take appropriate action as deemed appropriate.

Any employee who violates any part of either of these policies will be subject to disciplinary action, up to and including termination of employment.

IMMIGRATION AND NATURALIZATION

Each employer is required by federal law to verify upon commencement of employment with the employer the eligibility of every employee to legally work in the United States. New employees of IMPRESSED LLC will be required to provide IMPRESSED LLC with appropriate documents, as approved by the Department of Homeland Security, to establish their identity and employment eligibility.

If the new employee fails to provide IMPRESSED LLC with proper documentation showing proof of identity and employment eligibility, *within 72 hours of the employment start date*, the employee **will not be allowed to continue employment** with IMPRESSED LLC until documentation is provided.

Throughout the employment relationship, or upon rehire, employees may be required to re-verify information that is outdated or changed, as required by law.

1.0 EMPLOYMENT

1.1 EMPLOYEE INFORMATION

IMPRESSED LLC maintains an official personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance reviews, pay records, disciplinary action, reasonable accommodations received, and any other documentation of your employment history with IMPRESSED LLC.

Massachusetts law considers personnel files the property of IMPRESSED LLC, and access to the information contained in the file is restricted. All information contained in the employee personnel files will be kept in strict confidence. Generally, only the human resources and payroll personnel, direct managers and management personnel who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their own file should contact the executive manager. With reasonable advance notice, employees may review their own personnel file in the presence of a designated staff member. Copies of documents in an employee's file may be copied upon the request of the employee at the discretion of IMPRESSED LLC.

No personal information will be released to outside sources without an employee's written consent. **IMPRESSED LLC does not provide personal references on former employees. It is IMPRESSED'S policy to provide verification only of an employee's position held and dates of employment.** Salary information will only be released upon receipt of a written authorization signed by the former employee.

You are required to inform IMPRESSED LLC about any major change affecting your personnel or pay records and/or group benefit enrollment. Required changes or updated information include:

- Name, home address and/or telephone number.
- Marital status and/or number of dependents.
- Change of beneficiary.
- Any health or prescribed medication information which may impact job performance.
- Emergency contact person/ contact telephone number.
- Authorized payroll deductions or tax-withholding information.
- Additional education and special training.
- Eligibility to legally work in the U.S.

1.2 EMPLOYMENT CLASSIFICATION

Each employee is placed in one of the following classifications to comply with wage and hour and benefits record-keeping requirements. Employees will be advised of their employment classification upon hire.

Classification		Explanation
Regular Full-Time	Exempt/ Non-exempt	Fills a regularly scheduled position based on a minimum 35-hour workweek. Regular work hours may vary according to business need.
Regular Part-Time	Exempt/ Non-Exempt	Fills a position on a regularly scheduled basis of <i>less</i> than 35 hours per week.
Full-time Temporary	Exempt/ Non-Exempt	Fills a position established for a limited period of time (not to exceed six months), on a regular, 35-hour workweek.

Part-time Temporary	Exempt/ Non-Exempt	Fills a position established for a limited period of time (not to exceed six months), on a regularly scheduled basis of <i>less</i> than 35-hours per week.
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The Fair Labor Standards Act (FLSA), also known as the Federal Wage and Hour Law, and State Wage and Hour laws classify positions as either “exempt” or “non-exempt” from the provisions for payment of overtime wages. As required by law, each employee will be classified for payroll purposes under the provisions of applicable federal and state law.

1.3 PERFORMANCE APPRAISALS

The objective of our performance evaluation system is to improve employee effectiveness and to provide a systematic and consistent basis for identifying various levels of performance. It is designed to ensure that all employees have a clear understanding of what is expected of them in the performance of their job. It also offers an opportunity to candidly discuss your past performance, future expectations and development opportunities within the organization. Generally, you will receive guidance and feedback on your performance throughout the year. Interim performance evaluations may be conducted at any time during the employment period, as deemed necessary, upon request from you, or by the executive manager.

The following guidelines do not guarantee a set period of employment nor do they infer a contract of employment of any kind. Employment is at-will and the employment relationship may be terminated at any time, for any reason, with or without notice, by either you or IMPRESSED.

New employees should meet with the executive manager to review performance and establish mutually agreed upon performance goals for the remainder of the evaluation period. Performance goals should be established and reviewed annually thereafter. In the event an Employee is promoted or transferred to another position, the individual’s evaluation period will start as of the date the employee takes on the new position.

A performance appraisal is **not** a guarantee of a monetary increase. Although a salary review may be conducted at the same time as an interim or annual performance appraisal, or at any other time throughout the year, a salary review is not automatic or guaranteed to occur in conjunction with the performance appraisal, or at any other time. Only authorized officers of IMPRESSED LLC may approve salary increases.

2.0 COMPENSATION AND SALARY ADMINISTRATION

2.1 WORK HOURS

IMPRESSED LLC hours of operation shall be 8am-8pm. The after-hours contact is Alli Greenberg at the phone number 617.590.9137.

Employees are expected to make every effort to remain flexible in their work schedule to adequately support The Practice’s business and patient needs.

Nothing in this Manual is a guarantee by IMPRESSED LLC of hours of work per day, per week, per year, or of any specific work schedule.

2.2 TIME RECORDING

Federal and State Wage and Hour regulations require that IMPRESSED LLC keep accurate records of hours/time worked for all employees. All employees are required to accurately record time worked, paid time off and authorized unpaid leaves of absences each workweek in IMPRESSED LLC-authorized time keeping system.

Each employee is responsible for the accuracy of all time recorded on his/her time sheet and for the timely submission of the completed time record each Friday. **Only Practice-authorized personnel may record time worked for another employee.** Violation of this policy may result in disciplinary action up to and including discharge from employment. If a time error is made, it may not be corrected until the following pay cycle.

2.3 PAYROLL INFORMATION

Pay periods are bi-weekly and paychecks will be distributed on Friday. Employees have the option of direct deposit. Paychecks will not be distributed in advance of an authorized payday.

You are responsible for promptly reviewing your paycheck or pay stub for accuracy each payday and for reporting any discrepancies to the Payroll Department.

2.4 OVERTIME

Hourly employees may not elect to work overtime at their own discretion; all overtime hours must be approved in advance by Shahram Moghaddam. Executive manager has the prerogative to designate hours to be worked, including overtime hours, to meet all workload needs.

2.5 GARNISHMENTS OR OTHER DEDUCTIONS FROM PAY

The Practice follows wage and hour or other applicable law and takes every precaution to ensure that employees receive the correct amount of pay in each paycheck. Applicable federal, state and local taxes will be withheld as required by law, as well as Medicare and Social Security (FICA) taxes. As required by law, we will honor all wage garnishment notices issued by authorized federal and state agencies (including child support orders). If we receive a garnishment notice, you will be provided with a copy upon receipt of the notice.

You may voluntarily authorize, in writing, additional deductions from your paycheck for your contribution to our group benefit plans and other items permitted by IMPRESSED LLC. It is your responsibility to be certain that all such deductions are correct.

In the event of an error in the amount of your pay, tax withholdings, or authorized deductions, you should immediately notify the Payroll Department. IMPRESSED LLC will make every attempt to adjust the error no later than the next pay period.

It is our policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, we prohibit all improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that IMPRESSED LLC does not allow deductions that violate the FLSA. If an exempt employee believes that an improper deduction has been made to their salary, they should immediately report this information to their direct supervisor. IMPRESSED LLC will not retaliate against employees who report improper deductions. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, reimbursement for any improper deduction will be made promptly. In addition, IMPRESSED LLC will make good faith efforts to prevent future occurrences of the improper deduction.

If you owe money to IMPRESSED LLC, other than what is described above, you will be required to sign an acknowledgement and authorization form allowing a deduction from your pay. You will also be required to authorize deduction from your final pay the remaining balance due IMPRESSED LLC should your employment terminate prior to repayment of the monies due.

3.0 TIME OFF

IMPRESSED LLC recognizes the need for a balance between work and life outside of IMPRESSED LLC. We have developed a comprehensive benefits package carefully designed to provide employees with a balance of time off from work without creating undue hardship to company's operations.

Regular full-time employees are entitled to the benefits stated in this Manual provided they qualify for each individual benefit.

Part-time regular employees are eligible for a modified leave program but are not eligible to participate in companies insurance programs.

3.1 PAID TIME OFF (PTO)—Vacation, Sick & Personal Days

In appreciation for service longevity to IMPRESSED LLC, we have incorporated a program to more effectively benefit our group.

Our Paid Time Off ("PTO") plan combines the standard paid companies holidays each year and a group of additional paid "days" for a total Paid Time Off allowance. The total annual allowance is based on your service time with IMPRESSED LLC.

As a standard business practice, we will continue to provide certain paid holidays to all full time eligible employees. In addition, you will accrue additional PTO days to be used in the amount you choose (up to your total annual allowable) for vacation leave, sick leave, additional religious holidays, personal days. However, you want to use them is your choice. As your years in service with IMPRESSED LLC increase, so does your annual allowable PTO.

Employees are asked to give executive manager at least two weeks' notice when requesting time off in order to allow for business needs to be covered. Executive manager has the right to deny a request for PTO should an overriding business need take precedence. Executive manager will, however, make every effort to be accommodating to requests made with sufficient notice.

The PTO plan is calculated on a calendar-year basis, January 1 through December 31, pro-rated during the first year of service from your start date to the end of the year.

Part time employees will not receive any PTO or Holidays.

Vacation time is accrued on a yearly basis. The first year you work you will accrue no vacation time. At the end of your second year of employment, you will receive one week (five days) of vacation time. You may use this starting January 1 of the second year, however if you leave the company before working two full years, the days you did not work will be deducted from your final paycheck. At the end of your third year of employment you will receive an additional five days (one week) paid vacation. You may use the additional five days starting on January 1 of the third year, however the same policy listed above will apply if you do not work three full years. Vacation time will not exceed two weeks (ten days). Your two weeks' vacation may not be consecutive unless you receive prior approval from executive manager.

Exceptions to the above rules will be dealt with on a case by case basis.

3.2 HOLIDAYS

All regular full-time employees are eligible for the six paid holidays listed below.

The scheduled company-paid holidays are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Scheduled paid holidays must be taken on the day of the designated holiday. If a scheduled paid holiday falls on a Saturday or Sunday, its observance will be at IMPRESSED LLC discretion.

Management retains the sole right to approve or deny any exception to this Policy.

3.3 JURY DUTY/COURT APPEARANCE

IMPRESSED LLC believes that it is every person's obligation to perform jury duty if summoned or otherwise required to appear at such court proceedings. In accordance with applicable law, IMPRESSED LLC will permit all categories of employees to request time off to perform jury duty, witness duty and other involuntary court-ordered appearances, not related to the resolution of traffic tickets, if summoned.

You are required to provide the executive manager with written notice of required attendance immediately upon receipt of such notice or summons, and then a confirmation of length of duty performed upon your return to work.

All regular full-time employees will be eligible to receive regular pay, if summoned to perform jury or witness duty. All other categories of employees will be granted time off without pay for required jury duty or other court-ordered appearances.

If an employee is requested by IMPRESSED LLC to appear in a court proceeding as a witness or to testify on behalf of IMPRESSED LLC, the employee will be compensated at his/her regular rate of pay for the time required to be spent in court on behalf of IMPRESSED LLC.

If you are released from jury or other court duty for one-half day or more during any scheduled workday, you are required to report for work for the remainder of the day.

3.4 MILITARY LEAVE

IMPRESSED LLC grants Military leave in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). You are required to submit written notice to the executive manager at least 30 days in advance, of your need to take military leave, unless military necessity prevents such advance notice.

Military leave is generally taken without pay, but you may use any accrued PTO during a military leave of absence. IMPRESSED LLC will preserve your right within the law regarding return to work, reemployment and benefit continuation or resumption in accordance with the USERRA regulations.

3.5 TIME OFF TO VOTE

We encourage you to fulfill your civic responsibility by participating in elections. Generally, you will have sufficient time to vote either before or after your regular work schedule. Should it be necessary for an employee to take time away from your regularly scheduled workday in order to vote, any accrued PTO should be used.

3.6 LEAVE OF ABSENCE

A requested unpaid leave of absence may be granted upon approval of the executive manager. IMPRESSED LLC may grant a leave of absence (LOA) to eligible employees.

NOTE: *For eligible employees with less than one year's continuous employment, the LOA may be approved only for a time equal to the length of continuous employment. For employees with more than one year's continuous employment, a LOA may be approved on a case-by-case basis. The employee's request should be made to the executive manager and approved by the executive manager in advance of the leave when necessary.*

To give IMPRESSED LLC time to arrange to cover the employee's absence on leave, the employee is required to submit his or her completed Request for Leave of Absence in advance of the desired starting date of the leave.

For periods of leave not exceeding five days, no Leave of Absence form is required. Such leave will be noted on the time cards as Paid Time Off. Employees retain the length of service credit they have earned as of the effective date of the LOA.

Before using LOA, employees should be encouraged to use their Paid Time Off. Employees on LOA shall not be eligible for Paid Time Off and holiday pay during their leave period. Nor can they take a substitute day as a holiday.

A return date is required on all LOAs. Extensions may be granted when justified and approved by the executive manager. Employees must furnish documentation justifying the request for LOA and for any extensions.

Reasons for Leaves of Absence

Education

Educational leave is restricted to the pursuit of education and training which is relevant to the employee's job or to practice work. The length of such leave is determined at the time of approval and is limited to the actual time required to complete the educational course work for which the LOA is granted.

Illness or Injury

A physician's certificate, as proof of illness or injury, may be requested. The LOA request must contain the nature of the illness or injury and a specific date of return. Before being allowed to return to work from an illness or injury, the employee must have a statement from his or her physician certifying fitness to return to work. LOA for illness or injury may be extended by presenting the physician's certificate (if requested) and by receiving approval from the executive manager. Such extensions may not be granted for longer than one year.

Maternity

An employee who becomes pregnant is required to promptly inform the executive manager and furnish a statement from her physician as to her expected date of delivery. Her ability to continue to work during the period prior to delivery will be coordinated through the executive manager in conjunction with her physician. The exact length of such LOA is to be determined on an individual basis as recommended by the employee's physician. Maternity LOA should not exceed six weeks after date of delivery. Any continuation beyond this date will be based on a physician's certificate stating continued disability of the mother, or condition of the baby, requiring the mother's care. To the extent required by law, and at the employee's request, Paid Time Off during periods of pregnancy prior to an LOA may be applied to that period during which employees otherwise eligible for Paid Time Off, or certified by their attending physician as disabled and unable to work.

Before being allowed to return to work, the employee will present the executive manager with a statement from her physician certifying fitness to return to work.

Adoption

LOA may be granted for adoption for a period not to exceed six weeks from the date of adoption, unless there are extenuating circumstances. Such LOA should be in accordance with the established leave policy.

Military Service

LOA for required military service may be approved in accordance with the provisions of the Uniformed Services Employment's Reemployment Rights Act of 1994 (USERRA). LOA for reserve duty will be granted without pay. The employee may elect to use Paid Time Off for reserve duty.

Other Reasons

LOA may be granted for other reasons that are considered justified and substantiated to the satisfaction of the executive manager.

Such requests must be approved by the executive manager prior to granting such leaves, regardless of length of leave. Each case will be judged on its individual merits and practice past practices.

Return from LOA

Employees shall call the executive manager prior to the expiration date of their LOA stating when they will be available for duty. If the LOA was for illness, injury, or maternity, the executive manager should request a certificate.

In determining Paid Time Off balances as affected by a leave of absence, the following procedure should be followed:

Paid Time Off — Accrual computation will stop at the beginning of the unpaid LOA and begin upon return to duty.

Eligibility Date for Increases — When employees return from official LOA, their eligibility date will be changed to reflect the time period not in active status. The date will be “moved up” so that LOA time is not considered in computation for annual increases.

At the executive manager determination, and based on availability of temporary replacement or the use of career employees, a LOA employee's position may be held until his or her return.

Early Return from Leave of Absence

For employees on LOA who desire to return before their requested date of return, the following guidelines should be applied:

- An existing vacancy in his/her job classification can be offered to him or her.
- If no such vacancy exists, the date of return will be the date on the Length of Leave section of the official Request for LOA form. Employees must wait the length of time they requested, unless recalled earlier by the company.
- Employee will be required to provide medical certification if the LOA was for medical reasons.

Failure to Return from LOA

An employee who fails to report for work on the first day after the LOA expires is considered to have abandoned his or her position, and will be separated as of that date. An exclusion to this rule would include failure to report due to a compelling reason, which the employee must document, and which the executive manager must find acceptable. If the employee decides not to return to work, he or she is requested to submit a signed letter of resignation to the executive manager stating reason and date of resignation.

4.0 HEALTH AND WELFARE BENEFITS (Currently, looking further into policies.)

5.0 WORK RULES AND GUIDELINES

5.1 DRUG- AND ALCOHOL-FREE WORKPLACE POLICY

It is the intent of IMPRESSED LLC to maintain a safe, healthy and productive work environment for all employees. The use of alcohol or drugs in violation of this Policy poses a health and safety hazard to the employee involved, co-workers, patients and the property of IMPRESSED LLC. The employment of persons engaged in illegal drug activity could negatively impact the business and reputation of IMPRESSED LLC.

Definitions

- **Substance abuse** means the use, misuse or illegal use of drugs or controlled substances.
- **Dangerous substance** means: illegal drugs, controlled substances, look-alikes or designer drugs; unauthorized alcoholic beverages; drug paraphernalia; unauthorized prescription drugs; and any other perception-altering substance.
- **Practice premises** includes all property whether owned, leased or used, *e.g.*, facilities, buildings, structures, parking areas, automobiles, trucks and all other vehicles. This also includes all other work locations or transit to and from those locations while in the course and scope of employment.
- **Reasonable suspicion** includes, but is not limited to observation of behavior, other than as attributed to certain medical conditions, such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol), or odor; observation of physical manifestations frequently employed with some form of substance abuse, *e.g.*, needle marks, sudden nosebleeds; accidents; injuries; excessive absenteeism; declining productivity; observed use or possession of drug paraphernalia and/or suspicious activity indicating possible involvement with prohibited substances or alcohol.
- **Test** is the screen of breath, urine or blood.

Policy

It is the policy of IMPRESSED, that the unlawful possession, use, consumption, sale, purchase or distribution, dispensation, or manufacture by any employee of alcohol, illegal drugs, or any illegally-obtained drugs on IMPRESSED LLC premises or within its facilities, in the conduct of company-related work off company premises, or at anytime during the course of the workday (including lunch time), is strictly prohibited and will be grounds for immediate termination.

Nor will IMPRESSED LLC permit any employee to report to work or perform his or her duties after having ingested illegal drugs or while under the influence of alcohol.

Violators of these rules will be subject to discipline up to and including termination.

Types of Testing

- **Behavior Indicated Testing** — When management has reason to believe that the actions, appearance and/or conduct of an employee are indicative of using alcohol or drugs, other than authorized and reported use of prescription or non-prescription drugs.
- **Post Accident/Injury Testing** — An employee whose performance either contributed to an accident or cannot be completely discounted as a contributory factor to an accident or who has sustained a significant work-related injury, is subject to being tested as soon as possible after the accident or injury. An employee, who is unable to submit to testing at the time of an accident/injury due to the seriousness of his/her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his/her body system.

Testing Procedures

In accordance with state law, IMPRESSED LLC will:

- Use only state/NIDA certified laboratories for its job-related drug and alcohol testing.
- Inform the employee tested, at the employee's request, of the address of the laboratory that will test the specimen.
- Provide any employee who has tested positively and whose test results have been confirmed with the following information within 30 days of the date that the test was performed:
 1. A copy of the laboratory test including the test results.
 2. A copy of this written policy on the use or abuse of controlled dangerous substances.
 3. If applicable, written notice of IMPRESSED LLC intent to take disciplinary action, terminate employment or change the conditions of continued employment.
 4. A statement or copy of the provisions of <name of state> law permitting an employee to request independent testing of the same sample for verification of the test result, as follows:

- A person who is required to submit to job-related testing, under subsection 2 of this section, may request independent testing of the same urine or blood sample for verification of the test results by a laboratory that:
 - Holds a valid permit.
 - If located outside of the state, is certified or otherwise approved.
- The person shall pay the cost of the independent test conducted under this subsection.

Certified Laboratory; Chain of Custody

When drug or alcohol testing in any of the above circumstances is required, all testing will be conducted by designated, state-certified medical testing laboratory with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer, and storage.

Informed Consent Form

The execution of an informed consent form will be required of each employee submitting to a drug/alcohol test. Refusal to comply will result in the employee's termination from IMPRESSED LLC employment.

Refusal to Submit to Testing

Employees are expected to cooperate fully in providing specimens and explanations which may be subsequently required by this policy. Failure to provide specimens, attempts to contaminate specimens, or otherwise interfere with IMPRESSED LLC procedures will be grounds for disciplinary action up to and including discharge.

Positive Test Results

All specimens identified as positive on the initial test will be verified by a confirmatory test before employees are notified of these results.

In the event of a positive test result, the employee may request independent testing at his/her own expense, of a portion of the tested specimen for verification of the test results. If the independent test result is negative, IMPRESSED LLC will re-test the original sample.

Any employee whose test results are confirmed positive will be subject to disciplinary action up to and including termination.

Employees who use prescribed drugs or over-the-counter medication that may impair their abilities to perform essential functions of their jobs or poses a direct threat to themselves or to

others is expected to report this information to the executive manager. IMPRESSED LLC will make reasonable accommodations to the known disabilities of employees where such accommodations do not create an undue hardship to IMPRESSED LLC. IMPRESSED LLC reserves the right to require medical documentation regarding the need for such accommodation.

Nothing in this Policy shall be construed as inconsistent with IMPRESSED LLC responsibility for compliance with federal, state and local laws regarding fair employment practices, and the implementation of this Policy shall be accomplished in accordance with such laws.

5.2 ATTENDANCE

Efficient operation is essential for the success of IMPRESSED LLC. Attendance is a critical part of performance and employees who are frequently late or absent adversely affect productivity and patient satisfaction. It is necessary that you be at your job location ready to start work fifteen minutes prior to your scheduled time and continue working until your scheduled hours of work are completed.

Should it be necessary to leave work prior to the end of your regularly scheduled workday, you must request and receive approval from the executive manager before leaving the premises.

Excessive tardiness and absences are subject to disciplinary action up to and including termination from employment.

5.3 REPORT OF ABSENCE

You are required to notify the executive manager, by telephone, no later than the start of your regularly scheduled workday, if you are going to be absent or late for work. If the executive manager is unavailable, leave a message/ voicemail. Provide a telephone number where you can be reached, the reason for the lateness or absence, and when you expect to return to work.

A certification of illness and release to return to work is required for all absences in excess of three continuous days.

5.4 SEVERE WEATHER/EXTREME CONDITIONS

When unusual and unpredictable circumstances occur, such as severe weather, fires, or power failures, IMPRESSED LLC may stop operations and temporarily close part of or all of the facilities. In general, IMPRESSED LLC will only close in an extreme emergency.

When IMPRESSED LLC is opened on a severe weather day as determined by executive management, only those employees who report for work will receive regular pay for the workday. If you are scheduled to work, and you are safely able to do so, you are to report for work. Employees scheduled to work on a day affected by severe weather must use common sense and good judgment in their decision to report to work, keeping in mind their safety. You may use accrued Paid Time Off if you are unable to report to work. Employees will not receive an adverse employment action if unable to report due to severe weather or emergency conditions affecting the normal business operation.

5.5 BUSINESS ETHICS AND PROFESSIONAL CONDUCT

The successful business operations and reputation of IMPRESSED LLC are built upon the principles of professional, fair and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

A professional image requires you to treat others as you would like to be treated, keep work areas orderly and clean, use appropriate language, be sensitive to cultural diversity, appreciate everyone's contribution to the success of IMPRESSED LLC, respect others' opinions, be on time, and maintain a positive attitude.

Our continued success is also dependent upon our patients' trust and we are dedicated to preserving that trust. Employees have a duty to IMPRESSED LLC and our patients to act in a way that will merit the continued trust and confidence of the public.

IMPRESSED LLC will comply with all applicable laws and regulations and expects its employees to conduct themselves and any business operation in accordance with the letter, spirit and intent of all applicable laws and to refrain from any illegal, dishonest or unethical conduct.

It is the duty and responsibility of every IMPRESSED LLC employee to comply with this Policy.

5.6 RESPECT CONFIDENTIAL INFORMATION

Employees, while in the performance of their duties, may from time to time come in contact with business information pertaining to IMPRESSED LLC or any of our patients. It is important for all employees to understand information is proprietary in nature and is the sole property of IMPRESSED LLC.

Such information consists of or concerns confidential information, of or relating to IMPRESSED LLC, that is not generally available to the public (collectively, "Confidential Information"). Confidential Information includes, but is not limited to:

- Financial information
- Personnel data and files
- Computer processes, programs, files, electronic media and codes
- Training, operations or other manuals
- Customer lists and details, contracts, prospects, or other business contacts
- Pending projects and proposals

All categories of employees are required to abide by this Policy, and shall not during employment and thereafter disclose such Confidential Information to any person, firm, corporation or other entity, or use the same for his or her own benefit or for the benefit of any other person, firm, corporation or other entity.

Employees are strictly prohibited from taking pictures using cell phones in IMPRESSED LLC offices for the purpose of copying Confidential Information. Violation of this policy will result in progressive discipline up to and including possible termination from employment.

Upon termination of employment, employees must return to IMPRESSED LLC all company's property of which the employee has possession, as well as all notebooks, and other data relating to records, or business operations made by him or her.

5.7 HIPAA POLICY

It is the purpose of this policy to establish standards for the proper execution of the Health Insurance Portability and Accountability Act of 1996. This policy will ensure that identifiable health information contained in any patient and/or employee record will only be used or disclosed for its intended purpose and in accordance with patient/employee notifications and permissions, except where permitted or required by law. Each employee of this company is valued and therefore will be protected by this company as set forth by this policy.

Violations of this policy will result in termination of employment.

5.8 PERSONAL APPEARANCE/BUSINESS ATTIRE STANDARDS

Appearance and professional image are important aspects of The Practice's overall image and each employee is responsible for being appropriately dressed when reporting for work.

Appearance Guidelines

5.9 OSHA

It is the intention of IMPRESSED LLC:

- 1) fulfill its legal reporting requirements under Massachusetts State Worker's Compensation Laws and Occupational Safety & Health Administration (OSHA);
- 2) investigate work-related incidents;
- 3) take actions to prevent recurrence of similar incidents; and
- 4) collect necessary information to track incidents and identify potential trends.

EMPLOYEE ACKNOWLEDGEMENT FORM

The *Practice Policy Manual (the "Manual")* describes important information about the policies and procedures of IMPRESSED LLC. I understand that I should consult the executive manager regarding any questions not answered in the Manual. I have entered into my employment relationship with IMPRESSED LLC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either IMPRESSED LLC or I may terminate this at-will relationship at any time, for any or no reason and without prior notice.

I acknowledge and understand that:

- 1) This Manual is provided for informational purposes only and does not constitute any express or implied contract of employment or any warranty of benefits.
- 2) Certain of the policies, procedures, and employee benefits described in this manual are governed by formal Agreements or written Plan Documents on file with IMPRESSED LLC. If there is any conflict between the information in this Manual and the formal Agreement or written Plan Document, the latter will govern.
- 3) This Manual supersedes any and all prior manuals or manuals, policies, procedures and practices concerning the matters addressed in the Manual.
- 4) Since the information, policies, and employee benefits described herein are necessarily subject to change, I acknowledge that revisions to the Manual may occur, except to IMPRESSED LLC policy of *Employment-at-Will*. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only Shahram Moghaddam has the authority to authorize any revisions to the policies described in the *Employee Manual*.
- 5) Furthermore, I acknowledge that I have received the *Employee Manual*, and I understand that it is my responsibility to read and comply with the policies and procedures contained in this Manual and any revisions made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE RECEIVED: _____

POSITIONS AND QUALIFICATIONS

Owners

Role - Develops the organization's vision, creates and implements policies, manages strategy development and monitors financials and actual production.

Responsibilities - The owners are responsible for the overall performance of the company. (S)He monitors revenue and expenses, ensuring that resources are efficiently used, and is responsible for signing contracts with vendors and outside parties. The owners hires high level staff and provides feedback on their performance. The owners are responsible for strategy development, performance management, and public relations as well. Additionally, the owners accepts fiscal responsibility and bottom line accountability for the company.

Relationships - The owners sits at the top of the organizational hierarchy and has the directors of mission critical sections reporting to him or her. The owners are responsible for the hierarchy to work as smoothly as possible all the way down the chain of command.

GROWING FACILITY MANAGER

Roles – The growing facility manager is responsible for the overall operation of the cultivation center. He or she ensures that the plants are tended to, organic only nutrients are applied, quality assurance is tested both on the soil and the finished product, the mechanical infrastructure is maintained, and kept up to both legal and operational standards.

Responsibilities – The growing facility manager is responsible for the marijuana from seed to the final harvest, and all steps in between. It is the growing facility manager's responsibility to ensure that all finished product, including inventory that is produced for the edibles department is of the highest quality, safe for consumers, and efficiently grown. He or she must ensure a safe, clean environment for the plants, monitor their growth, and work toward production goals established in coordination with the president. Additionally, the growing facility manager works with all employees below him or her on the organizational chart, and besides ensuring product quality, establishes and monitors protocols for the protection of product from theft by tracking the marijuana on a software system from "seed-to-sale".

Relationships – The growing facility manager reports to the owners and works with grow house employees throughout the facility. He or she is constantly visible, and each employee on the organizational chart has direct access to him or her for concerns, issues, or questions about any part of the growth cycle.

MECHANIC

Role – The mechanic ensures that the infrastructure of the cultivation and processing facility is working properly, and is responsible for lighting, air conditioning, security systems, and the general hardware associated with the property. The mechanic will call in specialists after diagnosing specific equipment failures that he or she is not able to repair and will monitor systems to ensure that regular maintenance is performed.

Responsibilities – The mechanic is responsible for infrastructure mechanical devices, and ensures the proper maintenance and upkeep is performed on equipment. The mechanic will perform maintenance tasks such as moving lighting, replacing capacitors and igniters in ballasts, and insuring that locking mechanisms are working effectively. The mechanic works with the growing facility staff to help flush the watering and nutrient delivery system on a regular basis.

Relationships – The mechanic works for the cultivation and processing facility and reports to the growing facility manager and is called upon by either to fix

mechanical or plumbing issues that he or she is capable of. In the event a licensed professional is required, the mechanic will work with them to explain the details of the facility and to ensure proper repair.

GROW FACILITY EMPLOYEES

Roles – Grow house employees work on the plants, watering, checking for pests, cloning, trimming and ensuring overall plant health. They will take samples when necessary, and package them for shipment to the off premises quality assurance laboratory. They will work within the cultivation facility to help germinate, grow, and prepare to harvest the marijuana. Grow house employees ensure that the facility is cleaned properly, and necessary supplies are available or on order.

Responsibilities – The grow house employees are responsible for the plants from seed to harvest. They water, root, clone and maintain pH balances and sufficient water to ensure the plants grow at an optimum level. They are with the plant from seed until they are moved to a finishing room prior to harvest. Grow house employees maintain a clean and efficient environment, and constantly monitor water and nutrient levels to ensure optimum plant health. The grow facility employees maintain constant vigilance for mold, fungus, pests or any other danger to the health of the plants. The grow facility employees take samples for delivery to the off premises laboratory, and logs both the sample and the results in the data tracking system. The grow facility employees ensure that the proper labels are attached to planters and that all inventory is accounted for from seed to final product.

Relationships – The grow house employees answer to the growing facility manager, and work in tandem with any extra staff hired to specifically work with the plants. The plant trimmer, listed in the organizational chart, will be a grow house employee.

PLANT TRIMMER

Roles - The plant trimmers are grow house employees trained to cut, shape, and maximize plant growth by removing excess leaves outside of the light canopy that are non-productive vestigial elements that are unnecessary to the plant's growth. They trim excess leaves and stalks and inventory them to ensure that all parts of the plant are accounted for.

Responsibilities – The plant trimmers are responsible for removing inefficient plant leaves, any sort of growth that appears in the potted soil and helping to shape the plants for maximum efficiency in nutrient uptake and light absorption. They are also responsible for coordinating the packaging and utilization of the excess

trimmings whether they are ultimately used to create edibles or other marijuana byproducts or shipped to a composting or destruction facility.

Relationships – Plant trimmers work for the grow facility manager, and also coordinate with the harvesting staff to communicate plant readiness for cutting and placement in the drying and curing section of the facility. Plant trimmers work with the internal auditor to ensure compliance with inventory monitoring.

HARVESTING STAFF

Roles – The harvesting staff are trained grow house employees who at the end of the flowering cycle, move the plants into a harvest room for trimming buds from the female plants. They are also responsible for the physical inventory by matching each plant's identifiers to an inventory sheet produced by the "seed-to-sale" software. The harvesting staff may operate a trimming machine or do much of it by hand depending on the crop. The harvesting staff also ensure that the harvested product is labeled for the drying and curing rooms, and that all plant material is weighed and entered into the tracking database.

Responsibilities – The harvesting staff is responsible for the removal of the buds of the female plant, ensuring that the trichomes aren't damaged, and that there is accountability for each plant and the waste produced from each. They will batch different strains onto specific drying racks.

Relationships – The harvesting staff reports directly to the grow facility manager, who is present during every harvest. In the event the manager isn't available, then one of the executive management team will be present to ensure a proper count and weighing of the final product. Security will also interface with the harvesting team to ensure that all product makes it from the harvesting room to the drying room, and that everything has been taped and recorded.

PACKAGING AND LABELING

Roles – The packaging and labeling employees are part time help that come in to measure, weigh, proportion, and vacuum pack the finished product. They weigh out the product into predetermined amounts, and then run it through a vacuum packing machine to ensure no air or contaminants are able to leak in. They will also produce labeling tags to show the batch, expiration date, amount of product, and a batch code to ensure that the facility is able to find any product that may be reported as

unfit by the customers. The packaging and labeling staff work with the edibles chef to ensure government compliance with truth in labeling laws.

Responsibilities – The packaging and labeling employees are responsible for weighing, measuring and inventorying finished marijuana edible products, and also insuring a proper inventory is input into the seed to sale tracking software. They will attach the final tags to the product, and also note any discrepancies in the weight of the final product compared to the weight of the trimmed plant. They are responsible for ensuring that each measured package of marijuana is traceable back to a particular grow, and from what seeds or clones it was produced from. The packaging and labeling staff informs the edibles chef of any necessary ancillary product ordering, and also inspects weighing and measuring tools to ensure the proper amount of ingredients are used in each infused product.

Relationships – The packaging and labeling employees report to the edibles chef, and also work with contracted quality assurance vendors, who may be present during packaging to do random sampling and to inspect the final product for compliance with labeling and ingredient content.

INTERNAL AUDITOR

Roles – The internal auditor provides a check and balance to the bookkeeper, the harvesting staff, and to the growing facility manager to ensure that all weights, cash, and product are accounted for, and that the reports produced for each are accurate. They will spot check each part of the operation to ensure there is no collusion, and to ensure that all safeguards and reporting mechanisms are functioning properly.

Responsibilities – The internal auditor is responsible for checking and cross checking the inventory, cash deposits and receipts, accounts payable and receivable, and ensuring that a solid audit trail is available to compliance officials and other professionals engaged by the company.

Relationships – The internal auditor responds directly to the president, and also to any outside compliance, accounting and legal teams. The internal auditor has only one boss – the president.

GENERAL MANAGER

Roles - Oversees day to day operations, ensuring standard operating procedures are adhered to.

Responsibilities - The General Manager is responsible for driving revenue goals while providing an outstanding customer experience while maximizing revenue goals, leading the management & development of the dispensary staff and ensuring compliance with all inventory, security, and system protocols. The GM is also responsible for forecasting inventory levels, ordering & receiving product, and maintaining accurate systems for regulatory reporting and sales analysis.

Relationships - The General Manager has direct authority over all staff in the dispensary and reports to the Owners of the company.

MARKETING

Roles – The marketing manager will work to achieve greater market share, make customers aware of our presence and products, and use traditional media and social networks to attract new customers as well as retain current customers.

Responsibilities – The marketing manager will create and monitor Facebook, Twitter, and other social network outlets to allow customers to find pricing and delivery times and policies for our products. The marketing manager will also be in charge of the web site and will update it with timely information to inform customers of new strains developed in our facility.

Relationships – the marketing manager will report directly to the owners of the company.

Standard Operating Procedure

CPR TRAINING

1. Purpose

The purpose of this SOP is to provide guidance on CPR Training for all employees of the facility.

2. Scope

The scope of this SOP is for all employees. Training is a requirement for continued employment.

3. Prerequisites

All employees who have passed through their probationary employment phase will be given CPR training. During their original training, they will learn rudimentary first aid, but during their employment other emergency medical training will be offered.

4. Responsibilities

It is the responsibility of the director of human resources to insure all personnel are reminded of their obligation to take CPR training, and to help arrange classes on premises for it.

5. Procedure

The American Heart Association's Heartsaver CPR AED Course has been updated to reflect new science in the 2015 American Heart Association Guidelines Update for CPR and Emergency Cardiovascular Care. This course which is taught regularly at our facility is used to provide CPR and use an AED in a safe, timely, and effective manner.

Heartsaver CPR AED Online is the eLearning portion of the Heartsaver CPR AED blended learning course and is designed to teach students the cognitive information needed for CPR and AED training. The Director of Human Resources assigns passwords to employees for online training. Upon successful completion of both portions of the course, students receive a Heartsaver CPR AED course completion card, valid for two years.

After completing this course, employees of the facility will be able to:

- Describe how high-quality CPR improves survival.
- Explain the concepts of the Chain of Survival.
- Recognize when someone needs CPR.
- Perform high-quality CPR for an adult.

- Describe how to perform CPR with help from others.
- Give effective breaths by using mouth-to-mouth or a mask for all age groups.
- Demonstrate how to use an AED on an adult.
- Perform high-quality CPR for a child.
- Demonstrate how to use an AED on a child.
- Perform high-quality CPR for an infant.
- Describe when and how to help a choking adult or child.
- Demonstrate how to help a choking infant.

6. References

The facility utilizes the information from the American Heart Association's website for construction of our inhouse CPR modules.

7. Reporting

All employees will be given attendance slips to sign, and will be awarded a completion certificate upon successful training in CPR.

Standard Operating Procedure TRAINING PROTOCOLS & RECORDS

1. Purpose

The purpose of this SOP is to provide guidance on training for new employees, and documenting the training through handouts, video recordings, and entries into the employee's personnel records for completed modules.

2. Scope

The scope of the SOP is for anyone working at the facility as a registered agent.

3. Prerequisites

All employees must have gone through the training modules and documentation and be prepared to discuss and be tested on:

- a) Health, safety, and sanitation standards as required by the Department;
- b) Security procedures;
- c) Prohibitions and enforcement as described by state regulation;
- d) Confidentiality and customer privacy
- e) Training on Commission Statutes and Rules and Other State and Local Laws and Regulations.
- f) Training on Company Standard Operating Procedures.
- g) Training on Detection and Prevention of Diversion of Cannabis.
- h) Training on Security and the Company's Security System.
- i) Training on Hazards and Safety and Emergency Procedures such as a Medical Emergency, Fire, Chemical Spill, Security and a Threatening Event.
- j) Training on Inventory Control and Record Keeping.
- k) Marijuana's physical effects on the human body
- l) Diversion prevention and prevention of sales to minors, including best practices
- m) Compliance with all tracking requirements
- n) Acceptable forms of identification
- o) Maintenance of records
- p) Incident and notification requirements

- q) Administrative and criminal liability
- r) License sanctions and court sanctions
- s) Waste disposal
- t) Health and safety standards
- u) Patrons prohibited from bringing marijuana onto licensed premises
- v) Permitted hours of sale
- w) Permitting inspections by state and local licensing and enforcement authorities
- x) Licensee responsibilities for activities occurring within licensed premises
- y) Privacy issues
- z) Prohibited purchases and practices

4. Responsibilities

It is the responsibility of the corporate trainer to ensure all modules necessary for successful employment have been taken by new employees, and the proper documentation including employee signatures on training materials, test or quiz results, and an actual video of the training session must be on file in each hire's personnel file.

5. Procedure

The facility will utilize the operational experience and knowledge from its management employees and corporate trainer to provide extensive training and education for all registered employees. All facility employees will receive extensive training prior to commencing work in any facility.

Registered employees will be required to read the relevant state and county law pertaining to marijuana in order to have a general understanding of the laws and regulation with which that they must comply. Training for all cultivation and retail dispensing operations will be provided by our corporate trainer, training will also be provided from selected 3rd party security vendors, Metrc inventory control systems and POS vendors, Flourish for manufacturing operations and CO2 extraction

machine vendors, and other subject matter experts. Training will include an extensive hands-on approach and the use of Standard Operating Procedures (SOP's) and various other materials and methods as deemed appropriate.

The facility will utilize targeted training materials and programs for different operations. There will be specific training for registered employees involved within cultivation operations, processing/manufacturing operations, and retail dispensing operations. Ongoing and cross-functional training will be continued as operations commence. All registered employees will also be required to receive training on general sanitary requirements. Registered employees will be required to read and agree to comply with the company Employee Handbook, SOP's, and other materials management deems necessary prior to commencing work in any of our facilities. Management will fully prepare facility staff on all aspects of the business before operations are commenced. Training and education will be all-encompassing, covering regulatory compliance, seed-to-sale tracking, point-of-sale training, dispensing, security and diversion prevention, health and safety protocols, sanitation, transportation, also including all cultivation, extraction and manufacturing processes, and organizational functioning within a vertically-integrated operation. Registered employee training will cover but not be limited to the following:

- Standard Operating Procedures (SOP's) and Cultivation Operations SOP's
 - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's cultivation operations.
- Log Sheets and Templates
 - Numerous log sheets and templates for proper record keeping and documentation for all operations including cultivation, MIP, and dispensing.

- Responsible vendor training
- On-site training
- Initial job training
- Job shadowing
- Employee educational information

In addition to the in house training program, all owners, manager, and employees will be required to complete a Responsible Vendor Training program. These required training classes will be completed within 90 days of hire and employees must score 70% or higher. Course material includes, but is not limited to:

- a) Marijuana's physical effects on the human body
- b) Diversion prevention and prevention of sales to minors, including best practices
- c) Compliance with all tracking requirements
 - d) Acceptable forms of identification
 - e) Maintenance of records
- f) Incident and notification requirements
 - g) Administrative and criminal liability
- h) License sanctions and court sanctions
 - i) Waste disposal
 - j) Health and safety standards
- k) Patrons prohibited from bringing marijuana onto licensed premises
 - l) Permitted hours of sale
 - m) Permitting inspections by state and local licensing and enforcement authorities

n) Licensee responsibilities for activities occurring within licensed premises

o) Privacy issues

p) Prohibited purchases and practices

6. References

Please refer to the training manual which will contain:

1. A new-hire orientation training section - All new employees will go through an orientation training before starting their employment. The training manual will include an orientation section containing a review of all company policies, such as drug-free workplace rules and confidentiality requirements. This phase of training will also include an orientation to the SOP system and how to use it on the job.
2. Laws and Regulations: This section of the training manual will include critical laws and regulations the Company and employees are subject to. Certain of these laws and regulations will also be incorporated into the company's SOPs.
3. SOP training curriculum -The training manual will include a comprehensive copy of the Company's SOPs. The primary training curriculum for processor agents for the performance of their duties will be the SOPs themselves. The SOPs will have an administrative section which will include a signature line for employees and managers to indicate proficiency. This documentation will go into the employee's files to be available for audit and for inspection by the commission.
4. Detection and prevention of diversion - This section of the training manual will be created with the assistance of our professional security consultant. They will also develop the security plan for the company and will perform training sessions for the employees.

5. Facility Security - This section of the training manual will be created with the assistance of our professional security consultant. They will also develop the security plan for the company and will perform training sessions for the employees.
6. Safety and emergencies - This section of the manual will be created with the assistance of our security consultants, processor consultants and local fire and safety agencies. All employees will be trained on emergency situations and periodic drills will be performed to ensure preparedness.
7. Inventory Control - The training manual will include a section that provides an overview of inventory control. The inventory control system is a third-party software system which will have a comprehensive user manual. This user manual will be retained onsite and will be available for inspection at all times by the commission.

7. Reporting

All training materials and results from any quiz or exam will be placed in the employee's personnel file.

Standard Operating Procedures EMPLOYEE SAFETY TRAINING

1. Purpose

The purpose of this SOP is to provide guidance for the safety training given in the facility for all employees.

2. Scope

The scope of this SOP is for all employees of the facility without exception.

3. Prerequisites

All employees in their initial training go through multiple modules on employee safety, personal protective equipment uses, storage and cleaning, OSHA rules for

employers, and other training for specific mechanical and other equipment used in the facility.

4. Responsibilities

Initial safety training is the responsibility of the facility director, the corporate trainer, and all staff mentors. Every employee must have been given the safety training modules and passed the accompanying exam. All employees go through recurrent safety training biannually.

5. Procedure

State and Federal regulations require employers to provide a workplace free from serious recognized hazards and comply with standards, rules and regulations issued under the OSHA Act. In order to accomplish safety training, the facility will do the following:

- Examine workplace conditions to make sure they conform to applicable OSHA standards.
- Make sure employees have and use safe tools and equipment and properly maintain this equipment.
- Use color codes, posters, labels or signs to warn employees of potential hazards.
- Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- The facility will provide safety training in a language and vocabulary workers can understand.
- Since the facility has hazardous chemicals in the workplace we have developed and implemented a written hazard communication program and we have trained employees on the hazards they are exposed to and proper precautions (along with the relevant of safety data sheets).
- Provide medical examinations and training when required by OSHA standards.
- We have posted, at a prominent location within the workplace, the OSHA poster (or the state-plan equivalent) informing employees of their rights and

responsibilities.

- We have posted the nearest OSHA office for all work-related fatalities, and all work-related inpatient hospitalizations, all amputations and all losses of an eye. The toll-free number is: 1-800- 321-OSHA (6742); TTY 1-877-889-5627.
- Keep records of work-related injuries and illnesses.
- Provide employees, former employees and their representative's access to the Log of Work-Related Injuries and Illnesses (OSHA Form 300).
- Provide access to employee medical records and exposure records to employees or their authorized representatives.
- Provide to the OSHA compliance officer the names of authorized employee representatives who may be asked to accompany the compliance officer during an inspection.
- The facility will never discriminate against employees who exercise their rights under the Act.

6. References

The facility models its safety requirements under OSHA best practices, please refer to their web site for further information.

7. Reporting

All safety training must be documented through video recording, and having employees sign a log sheet for each class attended.

Standard Operating Procedure EMPLOYEE TRAINING

1. Purpose

All employees must undergo and pass a two-week training course prior to active employment and being assigned scheduled hours. Additionally, they must successfully pass a Responsible Vendor Program with the first 90 days of

employment as well as receive a minimum of 8 hours of ongoing training annually, in compliance with 935 CMR 500.105(2).

2. Scope

Our employee-training curriculum will provide critical procedures and instruction to employees to ensure all systems are in place to produce cannabis safely. These systems also ensure that every employee understands how to implement these systems accurately. In addition, there are sanitation, product quality, and quantity accuracy checkpoints to ensure that errors or problems are caught and remedied long before customers receive any product.

3. Prerequisites

All employees will be extensively trained and validation techniques will be utilized for ensuring continued competency. Employees are required to follow all safety signage, regulatory guidance and GMP's to ensure a safe, clean and sustainable working environment.

All Employees will be trained in General Manufacturing Practices such as:

- ServSafe, cGMP's, FDA CFR's, ISO, GFSI, or globally recognized food safety grade standards.
- Quarterly Safety, Best Practices, or Continued education material will be required for all Employees, Management, & Board Members.
- Record Keeping of training records and logs must be accessible onsite for all employees of the past 12 months.

4. Responsibilities

The facility manager and the corporate trainer are responsible for insuring the attendance and requisite test of employee knowledge before allowing them to be placed on the work schedule.

5. Procedure

Training and education

In addition to the Company's mandatory training on security, standard operating procedures, and other standard requirements, the Company will provide specialized

training for each position. The Company commits to setting a high bar for its products, which requires treating and training employees well. Training and education for all personnel will be the cornerstone of the operations success through dedicated programs for employees so they are prepared to consistently operate at the highest industry standards. In addition, the Company will develop policies that support furthering the educational attainment of employees.

Personnel training

1. Manufacturing, packaging, labeling and holding operations must:
 - a. Ensure that each person engaged in the operation has the education, training, and experience, or any combination thereof, to enable that person to perform all assigned functions;
 - b. Provide personnel with training in the applicable requirements of this part; and
 - c. Maintain records of any training provided to personnel for the performance of all assigned functions.
2. Personnel training should include:
 - a. Instructions regarding regulatory inspection preparedness and law-enforcement interactions; and
 - b. Information on U.S. federal, state and local laws, regulations, and policies relating to individuals employed in these operations, and the implications of these for such personnel.

All employees will also attend training sessions on the following:

- State regulations.
- Confidentiality and privacy.
- Marijuana Strains, Treatments, and Usage.
- The facility's operation manuals.
- Standard Operating Procedures (SOPs and applicable forms)

Employees must also display familiarity with the following:

- Standard Operating Procedures (SOP's) and Cultivation Operations SOP's.

- Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's cultivation operations.
- Manufacturing Infused Products (MIP) Operations SOP's.
 - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's manufacturing infused products operations.
- Retail Dispensing Operations SOP's.
 - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's retail dispensing operations.
- Log Sheets and Templates
 - Numerous log sheets and templates for proper record keeping and documentation for all operations including cultivation, MIP, and dispensing.
- Responsible vendor training.
- On-site training.
- Initial job training.
- Job shadowing.
- Employee educational information

6. References

Please refer to job descriptions and original training material for further understanding of this SOP.

7. Reporting

All training must be documented with attendance taken, a video recording of the actual classroom during training, and a copy of the content presented. The results of any training quizzes or exams must be placed in the employee's personnel file.

Amended and Restated Standard Operating Procedure Quality Control

General Requirements

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

1. Purpose

The purpose of this SOP is to provide guidance on quality control over the products grown and produced in the facility.

2. Scope

The scope of this SOP is for all employees throughout the facility.

3. Prerequisites

The initial training provided for new employees includes best practices in all parts of the operation. Employees must pass the quality control module in order to continue working at the facility.

4. Responsibilities

It is the responsibility of each department to ensure that they have quality control protocols and standards in place.

5. Procedure

We will utilize an outside third-party lab for testing.
In house the SOP's for quality control and testing include:

- All nutrients will be examined for contents & potential contaminants.
- Only biological pesticides will be applied.
- Filtered water will be used to prevent contamination.

- All workers will walk through a ceiling blower to remove potential contaminants before entering facility.
- Workers will walk through a special container of a water/chlorine mix to kill shoe borne contaminants.
- Application of gamma irradiation equipment to kill 99% of all micro-organisms.
- All testing performed subject to the Cannabis Inflorescence and Leaf monograph (American Herbal Pharmacopoeia) standards.
- Limit tests will include foreign organic matter, total ash, & acid-insoluble ash.
- All external testing done by state approved labs.
- All crops batch tested

for pests, contaminants, mold and potency.

- Soil testing before use for contaminants and pests.
- Determination of sample size for internal and external testing.
- Calculation of the acceptable range utilizing ISO Guide 34:2009.
- Written procedure for responding to contaminated samples.
- Additional batch sampled uniquely bar coded for further sampling.
- All testing documentation retained for five years.
- Procedures in place for stability testing to determine shelf life for MIPS.
- Random sampling of finished products currently for sale.
- All nutrients and additives shelf life recorded and reviewed.
- Expiration dates in large font on labels.

Quality control measures will primarily be in the form of adherence to the written standard operating procedures along with specific testing of the product in order to ensure quality and consistency of products produced within the facility. The facility will utilize the established and proven SOP's for all cultivation and processing operations. The facility will use standard operating procedures (SOP's) to promote good growing and handling practices including:

All aspects of the:

- Irrigation, propagation, cultivation, fertilization; harvesting, drying, curing;
- Rework or reprocessing;
- Packaging, labeling, and handling of marijuana products, byproduct; and waste products, and the control thereof, to promote good growing and handling practices.
- The facility will require that each individual engaged in the cultivation, manufacturing, handling, packaging, and testing of marijuana has received the training, education, or experience necessary to perform assigned functions; and
- Will also require that all registered employees practice good hygiene and wear protective clothing as necessary to protect the product as well as themselves from exposure to potential contaminants.
- The facility will require grower agents to follow the protocol for Receipt of Material including:

- The facility shall quarantine received material that will be used to produce marijuana and/or manufactured marijuana products;
- The facility shall inspect materials for defects and contamination.
- Material may not be released from quarantine by the facility until the material passes inspection; and
- Is determined to be acceptable for use as intended

6. References

Please refer to inspection SOP's for further information about quality control.

7. Reporting

All quality control reports are stored in the seed to sale tracking software, where they are categorized by department. The software has the ability to generate custom reports to determine if there is an issue with product shelf life, production techniques, or other quality control issues.

Standard Operating Procedure TESTS ON HARVESTED FLOWER

1. Purpose

The purpose of this SOP is to provide guidance on testing harvested flower before releasing it for public consumption.

2. Scope

The scope of this SOP is for all employees involved in quality control and preparing samples for testing.

3. Prerequisites

All product that is grown in our facility is tested at a licensed laboratory, who provide a detailed analysis of the product and its strength. All employee who work in quality control must be capable of reading a laboratory report and understanding the specific tolerances allowed by the state.

4. Responsibilities

It is the responsibility of the quality control director to insure all employees under their direct supervision understand how the facility provides samples to the independent lab for testing, as well how raw flower is tested internally.

5. Procedure

After curing and before any processing or packaging, the processing manager shall make samples from each batch available to an independent laboratory for testing. The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale tracking software prior to be removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient

analysis be included in a cannabis product or sold to a retail dispensary facility prior to the time that the laboratory has provided those results, in writing, to the cultivation management team. If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste. As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging and labeling for transport and sale to a dispensary facility.

An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary facility to that dispensary facility to be made available upon request.

6. References

The independent testing lab we work with provides us guidelines for sample preparation that conforms to the state's regulations. The quality control manager maintains their source documents for preparing samples, along with the requisite forms that must accompany all samples. In the event of a question, the resource documents provided by the lab are helpful, and they also provide a toll-free number for questions.

7. Reporting

The quality control manager receives all lab reports for all samples sent out for testing. All lab reports are scanned and uploaded to our seed to sale tracking software, and all lab reports are also stored in a locked file cabinet in the facility manager's office.

Standard Operating Procedure STABILITY TESTING

1. Purpose

The purpose of this SOP is to provide guidance on stability testing products that have been released to the public.

2. Scope

The intended audience for this SOP is all employees involved in inventory processing, quality control, and retail sales.

3. Prerequisites

In order to perform stability testing at both pre-determined and random times, the batch from which the edibles or infused foods are created will be sampled, and stored in an air-tight, temperature-controlled vault. Employees must know how to remove a portion of the batch in process to create a reserve for stability testing and must understand how we prepare samples for lab testing, and how to interpret the results.

4. Responsibilities

The director of quality control is primarily responsible for stability testing, the preparation of samples, and interpreting the lab results. If there is an issue, the

director of quality control must immediately provide the results and recommendations to the facility director in order to insure customer safety.

5. Procedure

The director of quality control will separate a part of each batch of infused or edible product sufficient to perform stability testing at 6-month intervals. This is done for two reasons:

1. To ensure product potency and purity
2. Provide support for expiration dating

The director will insure that a sufficient amount of product is kept and properly stored, which will usually require an adequate amount (~7-14 grams) of each released batch of marijuana in order to achieve this frequency of testing. See preparation of samples instructions noted in previous content.

Sample Storage - The facility will retain a sample from each batch released. The sample will be sufficient enough to provide for follow-up testing if necessary and the sample will need to be properly stored for a minimum of one (1) year past the date of expiration of the batch.

Samples from each batch released to be retained for a long period of time will be vacuum-sealed to limit oxygen exposure to the marijuana as oxygen will degrade the sample quicker. Possible contamination will be tracked through the use of a Hazard Analysis Critical Control Point (HACCP) Plan. Critical control points will be identified, monitored and preventative procedures recorded throughout the production of marijuana products.

Certain shelf stability testing will be conducted on site. Shelf stability is the time that a product will retain throughout its period of storage and use, the same properties and characteristics that is possessed at the time of its packaging. Products and recipes will be tested and approved before production begins.

Shelf stability testing will cover the four areas of concern:

1. Chemical: The product retains its chemical integrity and potency, within specified limits.
2. Physical: The original physical properties, including appearance, palatability, odor, and wholesomeness are retained.

3. Microbiological: Resistance to microbial growth and product safety is retained according to specified requirements overall bacterial growth is maintained within acceptable levels.

4. Toxicological: No significant increase in toxicity occurs.

6. References

The director of quality control keeps a detailed sampling plan in her office, along with the proper reporting forms, labeling materials, and RFID tags.

7. Reporting

All stability reporting is uploaded to our seed to sale tracking software database where reporting about batches and infused products are maintained.

Standard Operating Procedure Testing (heavy metals, pesticides, mold, microbial testing, moisture content)

1. Purpose

After curing and before any processing or packaging, the processing manager shall provide samples from each batch available to an independent laboratory for testing. The purpose of this SOP is to provide guidance in preparing the sample and an overview of the lab procedures itself.

2. Scope

The scope of this SOP is for any employee working in the cultivation facility who provides testing samples to our outside vendor.

3. Prerequisites

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

4. Responsibilities

It is the responsibility of the employee preparing batches for testing to insure there are sufficient remains for future testing, and the employee will work with the intendant lab to insure random samples from each grown batch are tested without interference from the facility.

5. Procedure

The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale software prior to being removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary.

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

As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging and labeling for transport and sale to a dispensary facility. An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary facility to that dispensary facility to be made available upon request.

6. References

Please review the independent lab's testing guide for providing samples which is found in the cultivation director's office.

7. Reporting

All lab reports are provided to the cultivation director and are uploaded to the cloud server. They are also placed in a testing log, and the information is also entered into the seed to sale software system.

Standard Operating Procedure WATER SUPPLY AND TESTING PROTOCOLS

1. Purpose

The purpose of this SOP is to provide testing guidelines and other methods of insuring a safe water supply for the facility.

2. Scope

The scope of this SOP is for any employee working in the cultivation facility responsible for performing water quality tests.

3. Prerequisites

All water quality tests will require two samples – one for our internal testing, and another to be sent to the quality control lab. All water test results will be added to the water test log book.

4. Responsibilities

It is the responsibility of the facility director to insure water is tested at proper intervals both through our own internal control and our outside lab as well.

5. Procedure

Water Quality Test(s)—The facility will perform water quality tests on facility water every six (6) months at a minimum. A water sample from the cultivation facility will be sent to a water testing laboratory where an analysis of the water will be performed to determine what, if any, substances are in the water. A record of all water quality tests will be maintained on-site at the licensed premise within a file labeled "Water Quality Tests".

Reverse Osmosis of Water (RO System)—all water utilized for cultivation operations will be run through a state-of-the-art Reverse Osmosis (RO) water filtration system to ensure all contaminants have been removed from the water. The RO system will be designed according to the water quality test that will be performed at the facility as well as the RO system being designed to be able to adequately purify and supply the proper amounts of water for daily operations

As growers of cannabis, the facility carefully monitors total dissolved solids (TDS) which is the amount of solids dissolved in the water or any other solution that can't be removed with a standard filter. Electrical Conductivity (EC) is the measure of a solution's ability to conduct an electrical current. TDS/EC meters have two electrodes that, when placed in the water or nutrient solution, pass AC voltage between them. The amount of current that passes through the solution indicates the conductivity of the solution. The meter reads this current and converts it to a display that will allow you to either read the EC or TDS (parts per million, ppm) of the water or solution.

By determining the baseline TDS of our fresh water, we can later determine the strength of the nutrient solution we are going to mix. For example, if the tap water starts with a TDS of 600 ppm, and the fertilizer of choice suggests a dosage strength of 1200 ppm, we will know that the total TDS should come out to 1800 ppm. If we didn't know the baseline, we might stop at a TDS of 1200 ppm and, by doing so, give our marijuana plants only half of the required nutrients.

The pH (potential of Hydrogen) of our water or any other solution is the measure of its acid or alkali levels. When a solution has equal levels of acid and alkali molecules, then the solution is pH neutral. The pH scale runs from 0.0 to 14.0 where 7.0 is neutral, less than 7.0 is acidic, and levels above 7.0 are alkaline or base/basic solutions. Depending on the growing medium used, we want to stay in the slightly acidic range of 5.5 to 6.5. To keep our growing medium and root zone at the correct pH, you need to keep the water or nutrient solution you are using at the correct pH. Contaminants in the water — whether naturally occurring, added by your municipal water supplier, or added when you mix in nutrients and fertilizers – will all affect the pH and may need to be corrected.

6. References

Please refer to the filter changing SOP for removing, cleaning and inserting a new filter into the RO system.

7. Reporting

All filter changes, cleaning, and lab reports must be inserted into the Water Quality Testing Notebook, with copies provided to the facility director and upper management.

- Agents must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handles on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500. 105(3) (Required for cultivators, product manufacturers, microbusinesses, and craft marijuana cooperative.

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and Washing hand appropriately. 935 CMR 500.105(3)

- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3)
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3)
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)

- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)
- The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3) Storage and transportation of finished products must otherwise comply with the terms of our Security Plan, Transportation Plan, and Transportation Manifest elements of our Transportation Plan.
- The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)

Amended and Restated Standard Operating Procedure

RESTRICTING ACCESS TO AGE 21 AND OLDER

General Requirements

All limited access areas must be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.

All limited access areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas.

Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, state and local law enforcement and emergency personnel.

Employees of the Marijuana Establishment shall visibly display an employee identification badge issued by the Marijuana Establishment at all times while at the Marijuana Establishment or transporting marijuana.

All outside vendors, contractors and visitors shall obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to the Marijuana Establishment upon exit.

All employees and registered agents must be 21 years of age or older. 935 CMR 500.029 or 500.030.

1. Purpose

The purpose of this SOP is to provide guidance to employees on the overall restriction of access to persons age 21 and older protocols at the facility and the responsibility of employees working there.

2. Scope

The scope of this SOP is for anyone working in the facility or for the company. Proper access to the facility is a paramount concern for our employees, our staff, and the public.

3. Prerequisites

All employees working in the facility are required to have gone through initial training and mentoring that specifically includes all aspects of the restriction of access to persons age 21 and older at the facility.

4. Responsibilities

Proper access to the facility is the direct responsibility of the Director of Security, who has a staff of security agents, but every employee is trained in specific aspects of the facility's access.

5. Procedure

Under the Massachusetts 935 CMR 500.000: Adult Use of Marijuana law:

- "Consumer" is defined as a person who is at least 21 years of age.
- "Visitor" means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, to be on the premises of a Marijuana Establishment for a purpose related to Marijuana Establishment operations and consistent with the objectives of the Act and 935 CMR 500.000, provided, however, that no such individual shall be under 21 years of age.

On-Premises Verification of Identification

Upon entry into the facility, by an individual, the individual's proof of identification shall be immediately inspected to determine the individual's age. An individual shall not be admitted to the premises unless it has first been verified that the individual is 21 years of age or older.

We will be using the Intellicheck service to check the ID of anyone that enters the facility.

Enclosed, Locked Area

Enclosed marked area means a closet, room, greenhouse, or other indoor or outdoor area equipped with locks or other security devices, which shall only be accessible to consumers 21 years of age or older.

Visitor protocols

Summary of visitor protocols:

- All vendors, contractors, state or local government representatives, and all others without permanent Complex-issued ID, are considered visitors.
- Before being permitted to enter the premises, all visitors shall provide proof of age and ID, included on an expected list of visitors or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, valid and not expired.
- All visitors or official visitors shall be escorted at all times.
- Escorting means within reasonable line of sight.
- A single employee may escort no more than five visitors.
- The escorting employee shall log all access by visitors to Limited Access Areas at the time of the access.
- Compensation may not be used as leverage for allowing visitors onsite.

6. References

The facility director and the director of security maintain detailed security plans and schematics and are available at any time to answer any specific security questions.

7. Reporting

Any incident involving a security matter must be logged and reported to the facility director, the director of security, and the board of directors.

Amended and Restated Diversity Plan

Requirements

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

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.

Diversity Plan progress and success will be determined one year from the provisional license.

Applicable Demographics:

The culture committee will be made up of officers, executives, and senior employees of Impressed LLC who are sufficiently familiar with the business to adequately select the best-qualified employees among women, minority, disabled, veteran, and LGBTQ+ communities.

Impressed LLC wants to be defined by their employees, and hire with a focus on a majority of: women, LGBTQ, and veterans.

Goal:

Increasing the number of individuals falling into the demographics working in the establishment and providing tools to ensure their success;

Target Audience includes:

40% Women
20% Veterans
20% LGBTQ+

10% Minorities
10% Persons with Disabilities

Programs:

- 1.) The applicant shall post monthly in the community newspaper of Brockton (the Enterprise), Abington, (the Abington Mariner), and Taunton (Taunton Daily Gazette) will be the first places we publish any job opportunities where we will undertake good faith efforts to draw applicant pools from those communities and specific demographics we publicly solicit employment.
- 2.) Participate in continuous sessions and workshops focusing on organizational inclusiveness by advertising and holding such sessions and workshops in our host community Hanson, and in the communities of Taunton, Abington and Brockton. By advertising these activities in the community papers of record (the "Whitman-Hanson Express," the "Taunton Daily Gazette," the "Abington Mariner," and the Brockton "Enterprise," respectively). To have an effective ratio of company team members to potential recruits, we would offer a space to fit a max of 25 people at a time.
- 3.) Create a culture committee that follows the Equal Opportunity Employment policy stated in our Personnel Policy. By following the programs set forth below related to the culture committee's makeup and goals, the culture committee will improve the Commission-approved areas of diversity by directly eliminating unequal compensation attributable to gender, race, veteran or disability status, or membership in the LGBTQ+ community by employee satisfaction surveys. (Evidence shows improved productivity, and leadership accountability.)

Measure:

Impressed LLC will manage and report the inclusion of diversity in our plan by:

- 1.) Measure percentage of hires of ; Women, LGBTQ, and Veterans annually to meet our companies goal.

- 2.) A total of 4 discussions a year to have open forums that can provide insight into the challenges and obstacles to diversity. Inclusion of all workers for input is necessary to create a useful plan in these discussions.
- 3.) A total of 4 postings after the issuance of a license in diverse publications or general publications with supporting documentation