



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281390
Original Issued Date: 06/09/2020
Issued Date: 06/09/2020
Expiration Date: 06/09/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mantis Management Group, LLC

Phone Number: 617-270-2061 Email Address: worphe255@gmail.com

Business Address 1: 2 Juniper St

Business Address 2:

Business City: Winchendon

Business State: MA

Business Zip Code: 01475

Mailing Address 1: 3 Vermont Ave

Mailing Address 2:

Mailing City: Saugus

Mailing State: MA

Mailing Zip Code: 01906

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control:

70

Role: Owner / Partner

Other Role:

First Name: Wendell

Last Name: Orphe

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 30

Role: Owner / Partner

Other Role:

First Name: Joseph

Last Name: Lupo

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

No records found

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: 2 Juniper St

Establishment Address 2:

Establishment City: Winchendon

Establishment Zip Code: 01475

Approximate square footage of the Establishment: 5000

How many abutters does this property have?: 40

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

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

Cultivation Environment: Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5def17b57aad8653363c0d9d	12/09/2019
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5def17ca74bb15534cd504ab	12/09/2019

Certification of Host Community Agreement	MMG HCA Certification Form Single Page.pdf	pdf	5df1c6b3fab70557127eda04	12/11/2019
Community Outreach Meeting Documentation	C.O.M Attestation 2p.pdf	pdf	5e46137364339304b08ff834	02/13/2020
Community Outreach Meeting Documentation	C.O.M legal notice0001.pdf	pdf	5e4613c569dc9d0456db917f	02/13/2020
Community Outreach Meeting Documentation	Attachment C Redacte.pdf	pdf	5e56c0dc813339048c3ff4fb	02/26/2020
Plan to Remain Compliant with Local Zoning	MMG Plan to remain compliant with local zoning Amended 2.pdf	pdf	5e56c30402a6e7045352f6dc	02/26/2020

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 Amended 3.pdf	pdf	5e56c148d29b0704447da1cc	02/26/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Joseph Last Name: Lupo 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
Articles of Organization	MMG Certificate of Org - filed.pdf	pdf	5cd6152aacc50017edd5e30c	05/10/2019
Bylaws	Signed operating ag..pdf	pdf	5ce609ccacc50017edd5fe84	05/22/2019
Department of Revenue - Certificate of Good	MMG Certificate of good	pdf	5df859e70aa7ba5339f6b88b	12/16/2019

standing	standing.pdf			
Bylaws	MMG Operating Agr v2 (1).pdf	pdf	5dfe68c2fab70557127ef4ad	12/21/2019
Secretary of Commonwealth - Certificate of Good Standing	MMG Sec of good stan.pdf	pdf	5e4615224dd5bb0494106afc	02/13/2020

No documents uploaded

Massachusetts Business Identification Number: 001353329

Doing-Business-As Name:

DBA Registration City: Saugus

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Mantis Management Group Business Plan.pdf	pdf	5cdc6975bbb9651341338186	05/15/2019
Plan for Liability Insurance	MMG Plan for obtaining liability insurance Amended.pdf	pdf	5df85e5c2f1a06531139581d	12/16/2019
Proposed Timeline	MMG Timeline Revision 2.1.pdf	pdf	5e56c4201c3b1d04a32b4fa0	02/26/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	MMG Financial Records.pdf	pdf	5cdc61081dae681319ce69c8	05/15/2019
Storage of marijuana	MMG Storage Amended.pdf	pdf	5de9aa67bcb01253152f94cc	12/05/2019
Transportation of marijuana	MMG Transportation Amended.pdf	pdf	5df287d1ef24345344e4d1d5	12/12/2019
Inventory procedures	MMG Plant Tracking System and Inventory Cultivation Amended.pdf	pdf	5df289cf2f1a065311394e2b	12/12/2019
Prevention of diversion	MMG Prevention of Diversion Amended.pdf	pdf	5df28c4938abaf57497a8f1b	12/12/2019
Personnel policies including background checks	MMG Personnel Policies including Background Checks Amended.pdf	pdf	5df6d3c038abaf57497a9559	12/15/2019
Record Keeping procedures	MMG Record Keeping Procedures Amended.pdf	pdf	5df6d4660aa7ba5339f6b506	12/15/2019
Policies and Procedures for cultivating.	MMG Policies and Procedures for Cultivation Amended.pdf	pdf	5df860a138abaf57497a98f2	12/16/2019
Restricting Access to age 21 and older	MMG Restricting Access to Individuals Under 21 Years of Age.pdf	pdf	5dfc361b0aa7ba5339f6c249	12/19/2019
Qualifications and training	MMG Qualifications and Training Amended.pdf	pdf	5dfc437638f8ab571d6e1ced	12/19/2019
Security plan	MMG Security Plan_Amended 2.pdf	pdf	5e46159b02a6e7045352d072	02/13/2020
Quality control and testing	MMG Quality Control and Testing Amended 2.pdf	pdf	5e4615e05b05c304785e7fad	02/13/2020
Diversity plan	Diversity Impact Plan Amended 2.pdf	pdf	5e4615fb64339304b08ff83e	02/13/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

(978) 632-8000

Hours:
8:30am - 12Noon
12-1pm Closed for Lunch
Reopen 1pm-4:00pm

CLASSIFIEDS

ADVERTISERS:

PLEASE READ your ad on the first publication day. In the event of an error or omission, call before 10am for a correction in the next edition. No liability for ads run in error will be recognized by The Gardner News after the first publication. To report correction call 978-632-8000.

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one owner, \$8,800
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ROOFING-ALL TYPES,
Shingles/Rubber/Torch-down.
Free Estimates/Fully Insured.
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John Dube's Carpentry/Painting, Interior/Exterior, Flooring, Kitchen/Bath Remodels, Finish Carpentry, Windows, doors, Vinyl Siding, Drywall. Free Estimates, 727-224-6901/978-632-7057

LEGAL NOTICES

LEGAL NOTICES

TOWN OF WESTMINSTER

NOTICE OF PROPERTY TAX CLASSIFICATION HEARING

Notice is hereby given that the Westminster Board of Selectmen will hold a public hearing in the Selectmen's Chambers, Town Hall, 11 South Street, Westminster MA 01473 on Monday, December 9, 2019 at 6:00 p.m. for the purpose of determining a residential factor and the allocation of the local property tax among the five classes of property for fiscal year 2020. These classes are residential, open space, commercial, industrial and personal property. All residents and interested taxpayers are invited to attend and express their views, or to submit comments in writing prior to the hearing.

Wayne R. Walker
Heather M. Billings
James A. DeLisle
BOARD OF SELECTMEN

nov29-1t

TOWN OF WINCHENDON
LEGAL NOTICE
Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Adult Use Marijuana Cultivation Facility is scheduled for December 9, 2019 at 6:30pm at the Winchendon Town Hall at 109 Front St. The proposed Adult Use Marijuana Cultivation Facility is anticipated to be located at 2 Juniper St (also known as Assessor's Map 5A3 Parcel 197). Any person wishing to participate or provide comment is strongly encouraged to attend where there will be an opportunity for the public to ask questions. Reasonable accommodation will be attempted upon written request to the Selectmen's Office prior to the meeting. The meeting room is accessible to persons with disabilities.

By: Winchendon Board of Selectmen
Audrey LaBrie, Chair
(978) 297-0085

Nov 29-1t

Attachment B
RECEIVED

NOV 21 2019

WINCHENDON TOWN CLERK

DJ
11:37
am

TOWN OF WINCHENDON
LEGAL NOTICE

Community Outreach Meeting

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By: Winchendon Board of Selectmen
Audrey LaBrie, Chair
(978) 297-0085

Publication Date: November 29, 2019
Gardner News

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, Wendell Orphe, (insert name) certify as an authorized representative of Hantis Mgmt Group LLC (insert name of applicant) that the applicant has executed a host community agreement with Winchendon MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on Nov. 21, 2019 (insert date).

Wendell Orphe

Signature of Authorized Representative of Applicant

Host Community

I, Keith Hickey, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Winchendon (insert name of host community) to certify that the applicant and the Town of Winchendon (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Nov. 21, 2019 (insert date).

[Signature]

Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Wendell Orphe, (insert name) attest as an authorized representative of Manhs Mgmt group, 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 Dec 9, 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 Nov 29, 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 Nov 21, 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 Nov 21, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Attachment C

RECEIVED

NOV 21 2019

WINCHENDON TOWN CLERK

TOWN OF WINCHENDON
LEGAL NOTICE

Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Adult Use Marijuana Cultivation Facility is scheduled for December 9, 2019 at 6:30pm at the Winchendon Town Hall at 109 Front St. **The proposed Adult Use Marijuana Cultivation Facility is anticipated to be located at 2 Juniper St (also known as Assessor's Map 5A3 Parcel 197).** Any person wishing to participate or provide comment is strongly encouraged to attend where there will be an opportunity for the public to ask questions. Reasonable accommodation will be attempted upon written request to the Selectmen's Office prior to the meeting. The meeting room is accessible to persons with disabilities.

By: Winchendon Board of Selectmen
Audrey LaBrie, Chair
(978) 297-0085

Publication Date: November 29, 2019
Gardner News

Copy of
Notice sent out.
tm.



300 foot Abutters List Report

Winchendon, MA
November 21, 2019

Subject Property:

Parcel Number: 5A3-0-197
CAMA Number: 5A3-0-197
Property Address: 2 JUNIPER ST

Mailing Address: [REDACTED]
3 VERMONT AVE
SAUGUS, MA 01906

Abutters:

Parcel Number: 5A3-0-185
CAMA Number: 5A3-0-185
Property Address: WEBSTER ST

Mailing Address: [REDACTED]
109 FRONT STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-188
CAMA Number: 5A3-0-188
Property Address: 137 SPRUCE ST

Mailing Address: [REDACTED]
137 SPRUCE STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-189
CAMA Number: 5A3-0-189
Property Address: 123 SPRUCE ST

Mailing Address: [REDACTED]
123 SPRUCE ST
WINCHENDON, MA 01475

Parcel Number: 5A3-0-190
CAMA Number: 5A3-0-190
Property Address: 1 MAYNARD ST

Mailing Address: [REDACTED]
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

Parcel Number: 5A3-0-194
CAMA Number: 5A3-0-194
Property Address: SPRUCE ST

Mailing Address: [REDACTED]
52 CATHERINE STREET
GARDNER, MA 01440

Parcel Number: 5A3-0-195
CAMA Number: 5A3-0-195
Property Address: RAILROAD ST

Mailing Address: [REDACTED]
61 RAILROAD STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-196
CAMA Number: 5A3-0-196
Property Address: 250 CENTRAL ST

Mailing Address: [REDACTED]
150 GREAT NECK ROAD SUITE 304
GREAT NECK, NY 11021

Parcel Number: 5A3-0-198
CAMA Number: 5A3-0-198
Property Address: 5 WEBSTER ST

Mailing Address: [REDACTED]
PO BOX 587
JAFFREY, NH 03452

Parcel Number: 5A3-0-200
CAMA Number: 5A3-0-200
Property Address: 15 WEBSTER ST

Mailing Address: [REDACTED]
15 WEBSTER STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-201
CAMA Number: 5A3-0-201
Property Address: 19 WEBSTER ST

Mailing Address: [REDACTED]
19 WEBSTER STREET
WINCHENDON, MA 01475



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11/21/2019

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300 foot Abutters List Report

Winchendon, MA
November 21, 2019

Parcel Number: 5A3-0-202
CAMA Number: 5A3-0-202
Property Address: 17 WEBSTER ST

Mailing Address: [REDACTED]
17 WEBSTER STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-204
CAMA Number: 5A3-0-204
Property Address: 23 WEBSTER ST

Mailing Address: [REDACTED]
23 WEBSTER ST
WINCHENDON, MA 01475

Parcel Number: 5A3-0-205
CAMA Number: 5A3-0-205
Property Address: 27 WEBSTER ST

Mailing Address: [REDACTED]
149 WOODLAWN STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-219
CAMA Number: 5A3-0-219
Property Address: 58 JUNIPER ST

Mailing Address: [REDACTED]
58 JUNIPER STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-220
CAMA Number: 5A3-0-220
Property Address: 46 JUNIPER ST

Mailing Address: [REDACTED]
46 JUNIPER ST
WINCHENDON, MA 01475

Parcel Number: 5A3-0-221
CAMA Number: 5A3-0-221
Property Address: 42 JUNIPER ST

Mailing Address: [REDACTED]
42 JUNIPER ST
WINCHENDON, MA 01475

Parcel Number: 5A3-0-222
CAMA Number: 5A3-0-222
Property Address: 28 JUNIPER ST

Mailing Address: [REDACTED]
28 JUNIPER STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-223
CAMA Number: 5A3-0-223
Property Address: 33 JUNIPER ST

Mailing Address: [REDACTED]
33 JUNIPER STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-224
CAMA Number: 5A3-0-224
Property Address: 29 JUNIPER ST

Mailing Address: [REDACTED]
29 JUNIPER STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-225
CAMA Number: 5A3-0-225
Property Address: 23 MAPLE ST

Mailing Address: [REDACTED]
23 MAPLE STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-226
CAMA Number: 5A3-0-226
Property Address: 15 JUNIPER ST

Mailing Address: [REDACTED]
15 JUNIPER ST
WINCHENDON, MA 01475

Parcel Number: 5A3-0-227
CAMA Number: 5A3-0-227
Property Address: 286 CENTRAL ST

Mailing Address: [REDACTED]
727 SPRING ST
WINCHENDON, MA 01475



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11/21/2019

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300 foot Abutters List Report

Winchendon, MA
November 21, 2019

Parcel Number: 5A3-0-228
CAMA Number: 5A3-0-228
Property Address: 290 CENTRAL ST

Mailing Address: [REDACTED]
326 MAPLE STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-231
CAMA Number: 5A3-0-231
Property Address: 306 CENTRAL ST

Mailing Address: [REDACTED]
320 WEST STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-232
CAMA Number: 5A3-0-232
Property Address: 28 MAPLE ST

Mailing Address: COLLINS, JOSEPH G.
28 MAPLE STREET
WINCHENDON, MA 01475

Parcel Number: 5A3-0-233
CAMA Number: 5A3-0-233
Property Address: 41 JUNIPER ST

Mailing Address: [REDACTED]
8 LIND ST
OXFORD, MA 01540

Parcel Number: 5A3-0-234
CAMA Number: 5A3-0-234
Property Address: 49 JUNIPER ST

Mailing Address: [REDACTED]
49 JUNIPER ST
WINCHENDON, MA 01475

Parcel Number: 5A3-0-253
CAMA Number: 5A3-0-253
Property Address: 338 CENTRAL ST

Mailing Address: [REDACTED]
P.O. BOX 332
WINCHENDON, MA 01475

Parcel Number: 5A3-0-254
CAMA Number: 5A3-0-254
Property Address: 322 CENTRAL ST

Mailing Address: [REDACTED]
70 ROBBINS ROAD
WINCHENDON, MA 01475

Parcel Number: 5A3-0-353
CAMA Number: 5A3-0-353
Property Address: CENTRAL ST

Mailing Address: [REDACTED]
13 RAILROAD STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-173
CAMA Number: 5B3-0-173
Property Address: SPRUCE ST

Mailing Address: [REDACTED]
109 FRONT ST
WINCHENDON, MA 01475

Parcel Number: 5B3-0-34
CAMA Number: 5B3-0-34
Property Address: 35 RAILROAD ST

Mailing Address: [REDACTED]
13 RAILROAD STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-35
CAMA Number: 5B3-0-35
Property Address: 13 RAILROAD ST

Mailing Address: [REDACTED]
13 RAILROAD STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-36
CAMA Number: 5B3-0-36
Property Address: RAILROAD ST

Mailing Address: [REDACTED]
13 RAILROAD STREET
WINCHENDON, MA 01475



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11/21/2019

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300 foot Abutters List Report

Winchendon, MA
November 21, 2019

Parcel Number: 5B3-0-37
CAMA Number: 5B3-0-37
Property Address: 230 CENTRAL ST

Mailing Address: [REDACTED]
13 RAILROAD STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-4
CAMA Number: 5B3-0-4
Property Address: 61 RAILROAD ST

Mailing Address: [REDACTED]
13 RAILROAD STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-48
CAMA Number: 5B3-0-48
Property Address: 245 CENTRAL ST

Mailing Address: [REDACTED]
245 CENTRAL STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-50
CAMA Number: 5B3-0-50
Property Address: CENTRAL ST

Mailing Address: [REDACTED]
664 SPRING STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-53
CAMA Number: 5B3-0-53
Property Address: 271-273 CENTRAL ST

Mailing Address: [REDACTED], INC.
271 CENTRAL STREET
WINCHENDON, MA 01475

Parcel Number: 5B3-0-55
CAMA Number: 5B3-0-55
Property Address: 255 CENTRAL ST

Mailing Address: [REDACTED]
P.O. BOX 1023
WEST YARMOUTH, MA 02673



Attests to this being a Certified List of Abutters per the Winchendon Board of Assessors

11/21/19
Date

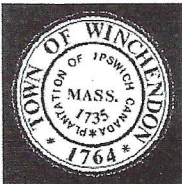


www.cai-tech.com

11/21/2019

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 4 of 4



2 JUNIPER ST, 300' ABUTTERS

Winchendon, MA

1 inch = 276 Feet

CAI Technologies
Precision Mapping. Computerized Solutions.

November 21, 2019

0 276 552 828



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Mantis Management Group, LLC will work closely with the town manager, planning board and development director, building inspector, consultants, contractors, Cannabis Control Commission and the local law enforcement to ensure we are compliant with the town and state laws.

- I. The facility is located at 2 Juniper St, Winchendon MA in the PD zoning district and will require a special permit according to article 5.2.8 (Special Use Categories; page 58) set forth by the planning board in regards to Non-Retail Marijuana Facilities.
https://www.townofwinchendon.com/sites/winchendonma/files/pages/zoning_bylaw_acc_epted_5_21_18_revised_5_20_19.pdf
- II. The Planning Board shall be the Special Permit Granting Authority (SPGA) and shall also conduct Site Plan Review for an applicant for a Marijuana Facility.
- III. A special permit is required for all Marijuana Facilities.
- IV. The facility is not located within 500ft from any of the following pre-existing uses:
 1. any public or private school providing education in kindergarten or grades 1 through 12;
 2. any drug or alcohol rehabilitation facility;
 3. any correctional facility, half-way house, or similar facility; or any playground or athletic fields, recreational facilities, youth centers such as a YMCA, and parking areas for the bike path, or similar facility in which children commonly congregate.
- V. The facility will be commercial use only and will not contain any residential units

The Special Permit Authority shall not issue a special permit for a Marijuana Facility unless it finds that:

- (a) the Facility is designed to minimize any adverse visual impacts on abutters and other parties in interest, as defined in G.L. c. 40A, §11;
- (b) the Facility has received a provisional certificate of registration or provisional license from the appropriate licensing authority and is in compliance with all applicable state laws and regulations;
- (c) the applicant has provided a copy of a signed Host Agreement with the Town of Winchendon, in accordance with M.G.L. Chapter 94G;
- (d) the applicant has provided adequate security measures to protect the health and safety of the public, and that the storage and/or location of cultivation of marijuana is adequately secured in an enclosed, locked area; Town of Winchendon Zoning Bylaw Adopted May 22, 2006 Last Amended on May 20, 2019 84
- (e) the applicant has adequately addressed issues of vehicular and pedestrian traffic, circulation, parking and queuing, especially during peak periods at the facility.

Special Permit Application Eligibility Requirements for all Marijuana Facilities.

MMG will proceed with the necessary steps set forth by the planning board in regards to all Marijuana Facilities. Page 80, 6.12.6.

[https://www.townofwinchendon.com/sites/winchendonma/files/pages/zoning_bylaw_acc
e%20p%20t%20e%20d%205%2021%2018_revised%205%2020%2019.pdf](https://www.townofwinchendon.com/sites/winchendonma/files/pages/zoning_bylaw_acc%20e%20p%20t%20e%20d%205%2021%2018_revised%205%2020%2019.pdf)

6.1 All Marijuana Facilities shall be subject to the application requirements set forth in Rules and Regulations for the Review and Approval of Site Plans and Site Development in Winchendon, Ma. for Formal Site Plan Review.

6.2 In addition to the application requirements set forth in in the Regulations for Site Plan Review, a special permit/site

plan application for a Marijuana Facility shall also include the following:

(a) a statement from the Applicant, setting forth the following information:

(i) the name and address of each owner of the Facility.

(ii) the source of all marijuana that will be sold or distributed at the Marijuana Facility, if applicable;

(iii) the source of all marijuana that will be cultivated, processed, and/or packaged at the Marijuana

Facility, if applicable;

(iv) the quantity of marijuana that will be cultivated, processed, packaged, sold and/or distributed at the

Marijuana Facility; and

Plans must show all proposed security measures for the Marijuana Facility, including lighting and alarms, to

ensure the safety of persons and to protect the premises from theft.

(b) If the Applicant is a non-profit organization, a copy of its Articles of Organization, a current Certificate of

Legal Existence from the Secretary of the Commonwealth, and the most recent annual report; if the Applicant is

a for-profit corporate entity, a copy of its Articles of Incorporation or equivalent documents, a current

Certificate of Legal Existence from the Secretary of the Commonwealth, and the most recent annual report; if

the Applicant is a public agency.

(c) Copies of all licenses issued by the CCC or DPH, and any materials submitted to these entities by the

Applicant for purposes of seeking licensing. CCC or DPH licensing is not required at the time of submission of

a Special Permit application; however, issuance of a special permit shall be conditioned on the applicants

receipt of a provisional license from the CCC or DPH, and no operations shall commence prior to the CCC or

DPH issuance of a final license.

(d) A detailed floor plan of the premises of the proposed Marijuana Facility that identifies the square footage

available and describes the functional areas of the facility, along with a deed, lease, purchase and sale agreement or other legally-binding document for the site of the proposed Marijuana Facility;
(e) The resume(s) of the Applicant, including company history, references, and relevant experience, where applicable;

6.2 Additional Requirements

6.2.1 Use Requirements

(a) No marijuana shall be smoked, eaten, or otherwise consumed or ingested on the premises of any Marijuana

Facility absent a positive vote by ballot question presented to the voters of the city or town at a biennial state

election pursuant to G.L. c.94G, §3(b). The prohibition on on-site consumption shall also include private social

clubs or any other establishment which allows for social consumption of marijuana or marijuana products on the

premises, regardless of whether the product is sold to consumers on site.

(b) Marijuana Facilities shall provide the Special Permit Granting Authority and all abutters located within 500 feet

of the Marijuana Facility with the name, phone number and email address of an on-site community relations

staff person to whom one can provide notice if there are operating problems associated with the establishment.

(c) The hour of operation of Retail Marijuana Facilities shall be set by the Special Permit Granting Authority.

6.2.2 Limitation on number of Retail Marijuana Facilities – No more than three (3) Adult Use Marijuana Retailers

and no more than one (1) Medical Marijuana Treatment Center retail dispensary shall be permitted to be located

in the Town of Winchendon.

6.2.3 Locational and Physical Requirements

All aspects of a Marijuana Facility relative to the acquisition, cultivation, possession, processing, sales, distribution,

dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building and

shall not be visible from the exterior of the business.

Annual Report and Renewing Special Permit

7.3 All Marijuana Facilities shall file an annual report with the

Town of Winchendon Zoning Bylaw Adopted May 22, 2006

Last Amended on May 20, 2019 83

Special Permit Granting Authority and owner or operations manager for the Marijuana Facility shall appear before said Authority to present the report no later than January 31st of each year, providing a copy of all current applicable state licenses to demonstrate continued compliance with the conditions of the Special Permit.

7.4 Within twenty-four hours of contact by a municipal official concerning the operation of a Marijuana Facility, the designated contact persons shall be required to respond by phone or email to any such inquiry.

Reporting Special Permit

7.1 All Special Permit holders for uses under this section shall provide the Police Department, Fire Department, Building Commissioner, Board of Health, and Special Permit Granting Authority with the names, phone numbers, mailing and email addresses of all management staff and key-holders,

including a minimum of two (2) operators or managers of the facilities identified as designated contact persons to whom

notice should be made if there are operating problems associated with any use under this section. All such contact

information shall be updated as needed to keep it current and accurate.

7.2 The designated contact persons shall notify the Police Department, Fire Department, Building Commissioner, Board

of Health and Special Permit Granting Authority in writing a minimum of thirty (30) days prior to any change in

ownership or management of a facility regulated under this section.

Positive Impact Plan

Mantis Management Group, LLC (“MMG”) is committed to creating opportunities for individuals who reside in disproportionately impacted areas defined by the Cannabis Control Commission. MMG will adhere to the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Goals

1. Reducing barriers to entry in the commercial adult-use cannabis industry for individuals who reside in disproportionately impacted areas by having at least 10% of our employees residing in disproportionately impacted areas; and
2. Providing up to \$10,000 in capital for a startup cannabis business in a geographical location designated as a disproportionately impacted area that will have a positive impact on the members of that community or the community as a whole. MMG will implement a process where future cannabis business owner can apply for funding and at least one candidate will be selected based on 5 criteria:
 - a. Solid business plan
 - b. Have at least two founders in which one has to be a minority
 - c. Secured Host Community Agreement
 - d. All packets of a cannabis business license application submitted to the CCC for provisional review
 - e. If applicable a special permit secured with the municipality to allow a marijuana establishment to operate at that specific location

MMG will specifically target areas where communities of color were disproportionately targeted for arrests due to cannabis prohibition.

Programs

1. MMG will give hiring preferences to individuals that fall under the Commission’s definition of disproportionately impacted areas, which includes but not limited to Greenfield, Worcester, Fitchburg, and Lowell. We will host or participate in hiring fairs in those communities at least once a year. We also will advertise job opportunities through social media, our company website and industry conferences/events at least once a year.
2. MMG will provide up to \$10,000 startup funding to help at least one cannabis startup business founded by individuals currently residing in disproportionately impacted areas with limited access to traditional sources of capital to meet start-up and working capital needs. This funding will not be used by MMG as an investment to require an equity stake in a cannabis business. The funding will only be use to:
 - a. Provide access to capital to those applicants currently residing in communities that have previously been disproportionately harmed by marijuana prohibition who wish to enter the adult-use cannabis industry

Measurements

1. At least 10% of MMG employees will reside in disproportionately impacted areas. This will be measured by counting the number of employees that come from these impacted areas at the end of each fiscal year. If MMG fall below the 10% target, the company will meet the requirement before the end of the following fiscal year.
2. MMG will reserve up to \$10,000 as a start-up fund for a cannabis startup business created by individuals currently residing in disproportionately impacted areas. The start-up fund will be generated during the company's first two years of operations and kept in an escrow account.
3. MMG will collaborate with the Commission's Social Equity program to help find potential candidates.

The progress and success of this plan will be annually documented (one year from provisional licensure, and each year thereafter).

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001353329

1. The exact name of the limited liability company is: MANTIS MANAGEMENT GROUP LLC

2a. Location of its principal office:

No. and Street: 3 VERMONT AVENUE
 City or Town: SAUGUS State: MA Zip: 01906 Country: USA

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

No. and Street: 3 VERMONT AVENUE
 City or Town: SAUGUS State: MA Zip: 01906 Country: USA

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

TO OPERATE A STATE-LICENSED CULTIVATION "MARIJUANA ESTABLISHMENT" AS DEFINED IN 935 CMR 500, PROVIDED, HOWEVER, THAT THE ENTITY WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF MARIJUANA OR ANY OF THE RELATED REGULATED PRODUCTS PRIOR TO THE RECEIPT OF A FINAL LICENSE FROM THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: WENDELL ORPHE
 No. and Street: 3 VERMONT AVENUE
 City or Town: SAUGUS State: MA Zip: 01906 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	WENDELL ORPHE	3 VERMONT AVENUE SAUGUS, MA 01906 USA
MANAGER	JOSEPH ANTHONY LUPO	3 VERMONT AVENUE SAUGUS, MA 01906 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

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	WENDELL ORPHE	3 VERMONT AVENUE SAUGUS, MA 01906 USA
REAL PROPERTY	JOSEPH ANTHONY LUPO	3 VERMONT AVENUE SAUGUS, MA 01906 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of November, 2018,
WENDELL ORPHE
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

November 02, 2018 11:55 AM

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


WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

COMPANY:

**MANTIS MANAGEMENT GROUP
LLC**

By: 
Wendell Orphe
Member

By: 
Joseph Anthony Lupo
Member



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



3 VERMONT AVE SAUGUS MA 01906
MANTIS MANAGEMENT GROUP LLC
3 VERMONT AVE # SAUGUS
SAUGUS MA 01906-2440

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MANTIS MANAGEMENT GROUP 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

OPERATING AGREEMENT

OF

MANTIS MANAGEMENT GROUP LLC

(a Manager-Managed Massachusetts Limited Liability Company)

Effective as of November 2, 2018

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
MANTIS MANAGEMENT GROUP LLC**

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “**Agreement**”) of MANTIS MANAGEMENT GROUP LLC, a limited liability company organized under the laws of Massachusetts (the “**Company**”), is entered into and made effective as of November 2, 2018 by and among the Company, Wendell Orphe, a domiciliary of the Commonwealth of Massachusetts, Joseph Anthony Lupo, a domiciliary of the Commonwealth of Massachusetts, 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.

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 November 2, 2018;

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

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 by 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 Mantis Management Group LLC.

Principal Office. The principal office of the Company shall be at 3 Vermont Avenue, Saugus, Massachusetts, 01906 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 November 2, 2018, the date that the Certificate of Organization of the Company were 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.

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 as may be designated by the Members.

Quorum. No action may be taken at a meeting of Members unless a quorum consisting

of at least a Majority of the Management Interests of the Members is present in person or by proxy.

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 in 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 resolve the matter by mediation.

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

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.

Each Member shall devote such time as he or she, in his or her discretion, deems necessary to manage the Company's affairs in an efficient manner. 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. 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 Addresses of Members. The names and addresses 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.

MANAGEMENT AND OFFICERS

Management. The business and affairs of the Company will be managed by the Manager or Managers. The Managers shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Managers 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 Managers of the Company shall be Wendell Orphe and Joseph Anthony Lupo. Replacement Managers may be appointed by a majority vote of the Members; failure to reach such a majority vote in the event of any replacement shall constitute a Deadlock.

Specific Rights and Powers of Managers. Without limiting the generality of this Section, the Managers shall have the power and authority on behalf of the Company to do the following:

Execute any and all documents or instruments of any kind that the Managers deem 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 Managers may determine to be necessary or desirable in its absolute discretion;

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;

Subject to the other terms of this Agreement, sell and issue New Units, and in connection therewith, determine the amount, nature, timing, and all other terms and conditions of any such issuances;

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 Managers shall deem necessary or desirable in the Managers' absolute discretion, including insurance policies insuring the Managers against liability arising as a result of any action they

may take or fail to take in their capacity as Managers 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 the Managers to officers, employees or agents of the Company, as selected by the Members;

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

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 in their sole discretion. Each of the Members acknowledges and agrees that in no event shall another Member, a Manager, 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 advisors 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 Wendell Orphe until otherwise designated by the Managers.

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 a Member or 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 in exchange for the number of Units set forth thereon. 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 180 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 Manager, 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 Manager; (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.

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:

**MANTIS MANAGEMENT GROUP
LLC**

By: _____
Wendell Orphe
Member

By: _____
Joseph Anthony Lupo
Member

SCHEDULE A
**OPERATING AGREEMENT
OF
MANTIS MANAGEMENT GROUP LLC**

CAPITALIZATION TABLE

Name	Units	% Management Interest	% Economic Interest
Wendell Orphe	510,000	51	51*
Joseph Anthony Lupo	490,000	49	49*

*=Subject to vesting schedule

Vesting Schedule

The Units assigned to Members as provided for above shall vest upon the execution by such persons of this Agreement.

SCHEDULE B
OPERATING AGREEMENT
OF
MANTIS MANAGEMENT GROUP 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 which 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 November 2, 2018, 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 either (a) economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and (b) voting membership rights in the Company.



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

William Francis Galvin
Secretary of the
Commonwealth

February 7, 2020

TO WHOM IT MAY CONCERN:

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

MANTIS MANAGEMENT GROUP LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 2, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:
WENDELL ORPHE, JOSEPH ANTHONY LUPO

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **WENDELL ORPHE, JOSEPH ANTHONY LUPO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **WENDELL ORPHE, JOSEPH ANTHONY LUPO**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Business Plan

Opportunity

Market and Opportunity

Today Massachusetts is legalized for both medicinal and recreational cannabis. The recreational market is in the infancy stage with the first retail store in the state projected to be open by July 1, 2018. However due to the hurdles of the vetting process, municipal zoning boards, and town councils it has caused prospected licensees weeks and months of delay for a granted approval to open a retail store front. The same can be said for recreational cultivation as only 4 license has been issued to an existing medical dispensary company. The delays are increasing consumer demand for adult use retailers that the state would need hundreds of cannabis retailers to meet the demand and industry experts are warning of supply shortage since there will not be enough growers in the state to keep up with the demand.

Our Products and Services

Mantis Management Group will be one of the few cultivations to help meet the high demand for the adult use market in Massachusetts. Obtaining a cultivation and a product manufacturer license through the state allows the company to be a cannabis cultivator and a product manufacturer. We will be able to supply the retail stores with cannabis flower and also have the ability to process our own extracts to be made into other cannabis infused products. The combination of our already established brand and creation of a diverse product line allows opportunity expansion with new retail stores in Massachusetts.

All cannabis products developed by MMG will be in accordance with general operational requirements for Marijuana Establishments under 935 CMR 500.105 , as well as operational requirements required under 935 CMR 500.130:

Also Operating Requirements for Marijuana Product Manufacturers. In addition to these operational requirements any cannabis product developed by MMG must be packaged and labelled as required by 935 CMR 500.105 (5) Labeling of Marijuana and Marijuana Products and 500.105 (6) Packaging of Marijuana and Marijuana Products. MMG will provide the Massachusetts Adult use recreational market with

a variety of cannabis products including flower, solvent free concentrates, plungers and vaporizer cartridges. MMG will develop solvent-free concentrate products, and products derived from ethanol extracted cannabinoids free from harsh chemicals and other harmful solvents. MMG will have the ability to cultivate high quality cannabis. Our in-house trim and flower will then be processed through ethanol extraction and distillation, which utilizes food-grade ethanol as a solvent to capture the plants cannabinoid compounds, and post extraction refinement techniques to produce a near order-free, taste-free THC concentrate known as Distillate. These methods provide an end-product that is free of residual chemicals unlike many other extraction methods, providing the consumer with high quality, health conscious cannabis concentrate options. MMG will provide individually packaged and branded vaporizer cartridges, plungers, and gram containers:

- Products
 - Marijuana Flower
 - Distillate Cartridges
 - Full-spectrum cartridges
 - Distillate Plungers
 - Full-spectrum Plungers

Market Size & Segments

The medical marijuana program has not matured in Massachusetts and a transition into the recreational market has stymied cultivation capabilities. There are currently 50,353 registered patients in this state, which is a 22% increase from the year before and with Massachusetts projected to be a \$1.2 billion industry serving anyone 21 and out of state visitors, adult retailers will face shortages of supply.

The Boston Globe reported that about 60 municipalities have banned recreational marijuana establishments and twice as many have temporary moratoriums. The process is going to take time for retail store owners to find locations and receive approval from the town. Once a provisional license is granted the business will still need to build out their store front and receive their final license. We are anticipating that only a "handful" of stores will be open for business in late November 2018 . It is expected that the first wave of cannabis retail stores will be

operated by the existing medical marijuana dispensaries since they have priority for recreational licenses approval. Non-priority recreational licensee applicants will be approve towards the third quarter of 2019 and more retail stores are projected to be open by the Fall of 2019.

It is expected that by 2020 Massachusetts will have an adult market of about 6 million people over the age of 21 and about 900,000 will be in-state customers in Massachusetts. Recreational marijuana sales will reach over \$800 million dollars by 2020. Since Massachusetts is the 6th state so far to legalized cannabis it presents a huge opportunity to create a multi-billion dollar market place over the next 5 years. States such as Colorado which legalized marijuana in 2014 has generated revenue of over \$6 billion dollars to date. Massachusetts is positioned to be one of the main drivers in this industry.

Operations

We expect to harvest at least 400 pounds of marijuana flower during the first year of operations. We will start with at least 1,000 square feet canopy space for our first year and expand to 5,000 square feet canopy space by year 3. Production of concentrates from trim and flower will be processed in our extraction laboratory and we project to process of up to 5lbs of biomass per day.

We project the average market price of \$3,000 per pound of flower and a 7% increase in sales starting in month 7 from the additional sale of concentrates. Year 2 we project to harvest about 1,000 -1,500 pounds of marijuana flower with a 23% increase in sales from concentrates. In Year 3 we anticipate at least a 75% increase in total sales from year 2 and a 60% profit margin. We expect utilities and payroll costs to be our top expense and in the beginning of year 2 we will be investing in automation for processing distillates and hiring more employees to streamline our operations.

Key Customers

Our target market is selling our products whole sale to recreational marijuana retailers in Massachusetts. Our primary focus is to build a craft brand and we are looking to build relationships with retail stores who are looking to sell craft cannabis products versus large scale commercial products. Our end customers are people who desire for a health conscience, higher quality cannabis flower and concentrates that is effective and consistent. Since we will begin as a tier 1 cultivation facility and product manufacturer it allows us to be conservative and leverage with which stores we would like to build a relationship with and stock our products.

Marketing Plan

MMG marketing and advertising will be done in accordance with Massachusetts law 935 CMR 500.105 (4) Marketing and Advertising Requirements which provides cannabis organizations directive on advertising and marketing practices. MMG will also adhere to 935 CMR 500.105 (7) Packaging and Labeling Pre-approval for all of our branding and packaging design. Our primary focus is to ensure we work closely with the CCC to meet their requirements.

Social Media

There has been regulatory restrictions with social media outlets (Facebook, Twitter, and Instagram) on the promotion and advertising from cannabis related business. These platforms have been very active in removing cannabis related accounts that promote the sale of cannabis regardless of the state or country. Our approach will be utilizing social media to promote the use of federal legalization of cannabis and to educate the community by allowing discussion and advocacy about cannabis.

Direct Marketing

MMG will become an active member of trade shows, conferences, and business associations in Massachusetts as an opportunity to fully educate consumers about our products. We will help sponsor cannabis related events such as NECANN, Seed

to Sale, Minority Cannabis Business Association, Elevate New England, and etc. We also would want to provide on-site at retail stores headquarters to educate them about our products and our business. In addition create our own outreach community events to explain the therapeutic benefits of cannabis and the health benefits of consuming products from Massachusetts regulated market versus the black market.

Sales Plan

Below are different strategies on how we will nurture leads and attract potential customers.

- Email Marketing and newsletters
- Website development
- Advertising and promotional marketing materials
- Magazine publications
- Conference shows and networking events
- Trade associations
- Prospecting calls and existing customer follow-up

We will be formatting a commission-based structure to our sales team to help build and maintain our sales pipeline.

Locations & Facilities

MMG will be located in Winchendon, Massachusetts and our company will be operating out of a 12,000-square-foot commercial building close to the downtown area and 0.3 mile away from the Winchendon police station. The building sits on a 30,000 square foot lot and has been a known landmark in the community for over 100 years. One of our mid to long term goals is to replace the building with a brand new facility. The town agrees that a new facility will help raise property value for other home and business owners since town officials are also looking to redevelop the downtown area. We feel confident and

proud that we will be a part in revitalizing Winchendon with new real estate development and also hiring local residents.

Zoning and Bylaws

- The facility is zoned approved for a special permit according to article 5.2.8 set forth by the planning board in regards to Non-Retail Marijuana Facilities
- The facility is not located within 500ft from any of the following pre-existing uses:
 1. any public or private school providing education in kindergarten or grades 1 through 12;
 2. any drug or alcohol rehabilitation facility;
 3. any correctional facility, half-way house, or similar facility; or any playground or athletic fields, recreational facilities, youth centers such as a YMCA, and parking areas for the bike path, or similar facility in which children commonly congregate.
- The facility will be commercial use only and will not contain any residential units

Ownership & Structure

Mantis Management Group is registered as a Limited Liability Company in Massachusetts. We have two co-owners with equal shares and two other members of our management team. We are seeking investors that will provide the original seed funding to help us get off the ground and to serve as a valuable advisor. Below is our operations structure.

Wendell Orphe – Founder, managing member and Operations Manager
Joseph Lupo Co-Founder, managing member and Director of Operations

- Assistant Growers -TBD

- Finance Officer - TBD
- Admin Personnel - TBD
- Sales and Marketing Personnel - TBD
- Trimmer/Packagers - TBD
- Lab Assistant -TBD
- Security Peronnel -TBD

Plan for Obtaining Liability Insurance

Liability Insurance Coverage or Maintenance of Escrow.

Mantis Management Group, LLC ("MMG") shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

(b) If MMG documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) we may place in escrow a sum of no less than \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities.

(c) The escrow account required pursuant to 935 CMR 500.105(10)(b) must be replenished within ten business days of any expenditure.

(d) Reports documenting compliance with 935 CMR 500.105(10) shall be made in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Mantis Management Group, LLC will explore insurance companies that provide liability insurance specifically in the cannabis industry. We will do our due diligence to make sure that the company we do business will add value of protection and has extensive knowledge in insurance products that are affordable, attainable and most importantly, that properly safeguard the business. Our comprehensive liability insurance will include but not be limited to:

- Directors & Officers Policy
- Product Liability Policy
- General Liability Policy
- Umbrella Policy
- Workers Compensation Policy
- Employer Professional Liability Policy

Financial Records

- Financial Records: will require ongoing maintenance and updates. These records can be electronic or hard copy although preferably electronic copy and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost; and
 - Salary and wages paid to each agent, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with MMG, including members of the non-profit corporation, if any.
 - List of all board members and executives of MMG, and members, if any, of the nonprofit corporation, must be made available upon request by any individual.

Personnel Policies including Background Checks

Agent Registration

All MMG agents are required to complete the Cannabis Control Commission (“CCC”) issued paperwork in order to register with the MMJ Online System and obtain a CCC agent registration card. Agent registration cards are valid for one (1) year from the date of issue and must be renewed in order to be employed by MMG. Changes to information (e.g. address, name change, etc.) must be reported to the CCC within five (5) business days.

In addition, all MMG agents are required to submit to a CORI report at the time of employment and on an annual basis. On-going employment is subject to the agent's ability to meet agent registration requirements set forth by the CCC. CORI reports will be kept separately from the agent's personnel record.

Attendance

The success of MMG's operations depend in large part upon the regular and punctual attendance of each of its agents. Agents are required to be at work for their scheduled start time. If an agent anticipates being late, the agent's manager should be notified prior to the scheduled start time by telephone or e-mail. Agents are asked to arrive at work no more than fifteen (15) minutes early.

Agents should notify their manager prior to the start of the work day (preferably the night before, if possible) if they are unable to come to work due to an illness.

Dress Code

Dress, grooming, and personal cleanliness standards contribute to the morale of all agents and the image MMG presents to peers and visitors. During hours of operation, agents are expected to have a clean and neat appearance and to dress according to the requirements of their positions.

Drug Free Workplace

MMG's goal is to have a drug-free, healthy, and safe workplace. To promote this goal, agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated when agents use, possess, or abuse alcohol and illegal drugs. Thus, while on-premises and while conducting business-related activities off-premises, agents may not use, possess, distribute, sell or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a

safe manner is not impaired and that other individuals in the workplace are not endangered. The agent should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employment on An At-Will Basis

All agents of MMG regardless of their classification or position, are employed on an at-will basis. This means that each agent's employment is terminable at the will of MMG or

the agent at any time, for any reason, or no reason, with or without notice.

Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship other than at an at-will basis.

Immediate Dismissal

A policy for the immediate dismissal of any Marijuana Establishment Agent who has:

1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction.

Employment Classifications

The first three (3) months of employment at MMG for all agents is considered a training period. A supervisor may recommend that a new agent's employment be terminated at any time during the three (3) month training period if the overall evaluation of the person and the position warrants such action.

At the end of three (3) months the agent's performance will be appraised. At this appraisal, the supervisor will inform the agent that the agent will become a regular agent; that the trial period is being extended, or that at MMG no longer needs the agent's services.

For the sole purpose of determining the allowance of certain benefits, agents are classified as:

- I. Regular Full-Time Agent – An agent who is scheduled to work an average of thirty (30) or more hours per week on a regular and continuous basis. Regular Full-Time agents are eligible for the following benefits:
 - A. Paid Time Off (PTO)
 - B. Holiday Time
 - C. Health Insurance
 - D. Retirement Plan
 - E. Bereavement Leave
 - F. Jury Duty Leave; and
 - G. Any other leave permitted by law
- II. Regular Part-Time Agent – An agent who is scheduled to work less than an average of thirty (30) hours per week. Regular Part-Time agents may be eligible for the following benefits on a prorated basis according to regularly scheduled hours worked:
 - A. Paid Time Off (PTO)
 - B. Holiday time; and
 - C. Any other leave permitted by law

For payroll purposes agents will be classified as one of the following:

- I. Exempt Agents – Certain agents such as executive and administrative agents are paid on a salary basis for all hours worked each week. These agents are expected to work whatever hours are required to accomplish their duties, even if it exceeds the normal workweek. No overtime pay will be paid to exempt agents.
- II. Non-Exempt Agents – All agents who are not identified as exempt agents are considered non-exempt agents. Non-exempt agents are eligible for payment of overtime premium pay.

Electronic Communications

MMG uses various means of electronic communications in its normal course of business. The purpose of this policy is to describe MMG's general rules regarding use of electronic communications.

E-mail: MMG operates a corporate e-mail system through Microsoft. As such, MMG's email system should primarily be used to discuss business related activities. Agents must use MMG's email system to create, send, receive, and store all work-related emails; they cannot use personal email accounts to create, send, receive, or store work related email.

MMG agents should not expect any privacy when using the corporate email system and are expected to abide by MMG's harassment policy and any other applicable policies when sending emails over the corporate email system.

Internet: Email and Internet communications are not private. Email and Internet access are valuable communication and research tools for conducting the MMG's business. Because MMG provides agents with these tools, agents and members of MMG do not have

a reasonable expectation of privacy in email and Internet communications. MMG has the right to view and disclose all electronic communications including email and Internet access.

MMG agents may not knowingly transmit, receive, or store any communication that; (i) is discriminatory, harassing, defamatory, or otherwise prohibited by federal law, (ii) appears derogatory and/or obscene to anyone, (iii) is a chain letter, joke, solicitation, offer to buy/sell goods, or other non-business-related material of frivolous or trivial nature, and/or (iv) reveals company trade secrets, confidential information regarding patients, or other information that could harm CCC or any of its affiliates.

Social Media: Agent use of social media (e.g. Facebook, Instagram, message boards, personal blogs, etc.) is prohibited during work time and through MMG owned and operated systems. MMG recognizes that agents may own various forms of electronic communications equipment (e.g. cell-phones, smart phones, etc.) that provide access to the internet and social media websites. Agents can only use personal electronic communications equipment and devices at the workplace according to MMG's electronic communications policy and other harassment policies in this handbook.

Agents who use social media should be mindful of their responsibilities towards MMG and fellow co-workers at all times. Once content is posted online, it is no longer under the author's control. ECSG strives to maintain a professional work environment and considers harassment in all forms to be a serious offense in violation of MMG's harassment policy.

Cell phones are not permitted in any work-related area. Taking pictures or videos of any work-related areas are strictly prohibited.

Agents that violate MMG's electronic communications policy are subject to discipline, up to termination. Additionally, agents who use MMG's electronic communications systems for illegal or fraudulent purposes are subject to legal action by appropriate local, state and federal authorities.

Agent Privacy

In collecting, maintaining, and disclosing personnel information, MMG makes every effort to protect agents' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's file or record.

MMG treats personal information about agents as confidential and respects the need for protecting each agent's privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about MMG agents.

On occasion, MMG must provide information from its personnel records and files to federal, state, and local government agencies in accordance with reporting requirements

imposed by such agencies. In the event a government agency requests information beyond which it normally requires, MMG ordinarily advises the affected agents of the agency's request unless the request occurs in the course of an agency investigation or if an agency asks MMG to keep such a request confidential.

In response to an information request from an outside organization or individual, MMG normally verifies only the employment status and dates of employment for former or present agents. MMG does not provide any other information unless and until it receives a written request from the agent or former agent.

Anti-Harassment Policy and Complaint Procedure

Introduction

It is the goal of MMG to promote a workplace that is free of harassment based on race, color, religion, creed, national origin, sex, age, ancestry, sexual orientation, genetics, pregnancy, marital status, gender identity/expression, disability, handicap, military obligations, veteran status, participation in discrimination complaint-related activities or any other category protected by law (aka "protected class status"). Harassment of agents occurring in the workplace or in other settings in which agents may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by agents.

Because we take allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other harassment.

Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is as follows:

"Sexual Harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- A. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- B. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities; and
- Dissemination in the workplace of sexually-explicit voice mail, e-mail, graphics, downloaded material or websites.

All agents should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Complaints of Harassment

If any of our agents believes that he or she has been subjected to harassment, the agent has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting [TBD] [IS/ARE] also

available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

Harassment Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our agents, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC and MCAD – 300 days).

1. The United States Equal Employment Opportunity Commission (“EEOC”)
475 J.F.K. Federal Building
Government Center
Boston, MA 02203-0506
(617)-565-3200
2. The Massachusetts Commission Against Discrimination (“MCAD”)
Boston Office:
One Ashburton Place - RM 601
Boston, MA 02108
(617) 727-3990

Springfield Office:
436 Dwight St., Suite 220

Springfield, MA 01103
(617) 739-2145

New Bedford Office:
800 Purchase Street, Room 501
New Bedford, MA 02740
(508)-990-2390

Occupational Safety Program

Safety is a top priority at MMG. To assist in providing a safe and healthful work environment for agents, patients and visitors, MMG has established workplace safety programs.

MMG provides information to agents about workplace safety and health issues through internal communication channels such as agent meetings, bulletin board postings, memos, or other written communications.

Each agent is expected to obey safety regulations and to exercise caution in all work activities. Agents must immediately report any unsafe condition to the appropriate manager. Agents who engage in unsafe behavior, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, agents should immediately notify any member of the MMG management team. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Personnel Records

As required by the CCC, CCC will maintain a personnel record for each cultivation agent. Personnel records will be maintained by CCC for a minimum of twelve (12) months after the agent's affiliation with CCC concludes. At a minimum, the personnel record will contain the following:

Recordkeeping

Records of a MMMG shall be available for inspection by the Commission, on request. The financial 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.

The following personnel records will contain the following:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each MMG agent. Such records shall be

maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training
-
3. Documents submitted to the CCC for the purposes of obtaining/maintaining agent registration;
 4. Job description that details duties, authority, responsibilities, qualifications, and supervision;
 5. Offer letter or employment contract;
 6. Personnel Records are maintained as a separate category considering the importance of the background checks on agents and well as agent registration status.
 - a. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - b. Personnel policies and procedures; and All iCORI reports

Workplace Violence

MMG does not tolerate acts of violence committed by or against agents, visitors, or guests. MMG strictly prohibits agents from making threats or engaging in violent acts.

Prohibited conduct includes, but is not limited to:

- I. Injuring another person physically;
- II. Engaging in behavior that creates a reasonable fear of injury in another person;
- III. Engaging in behavior that subjects another individual to extreme emotional distress;
- IV. Threatening to injure an individual or damage property; and
- V. Committing acts motivated by, or related to sexual harassment.

In addition, the Company is sensitive to issues of domestic violence and the potential danger it poses to our agents and our workplace. Accordingly, the Company will not hesitate to contact the appropriate law enforcement authorities in the event of any threatening behavior or act of violence against agents, visitors or guests of the Company, and to initiate criminal prosecution, if appropriate.

Agents are prohibited from carrying any guns, knives, or other items which could be considered weapons while on duty. MMG agents who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty.

This is a zero-tolerance policy, meaning MMG disciplines or terminates every agent found to have violated this policy.

Whistleblower Policy

If an agent believes or has knowledge to believe that an MMG agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity which jeopardizes MMG's assets or agents, they should immediately report the incident to the Chief Executive Officer, or if unavailable the Chief Operating Officer. Illegal activities by others with whom MMG has a relationship (including but not limited to vendors, independent contractors, patients, etc.) should also be reported.

The Chief Executive Officer will lead the investigation, with assistance from the Director of Security and the agent's manager, if necessary. Investigations will be completed as discreetly and confidentially as is determined to be practical. If it is determined that an agent engaged in illegal or prohibited activity, MMG will take appropriate disciplinary measures against the offending agent(s). Disciplinary measures include but are not limited to warnings, suspensions, and termination. Agents who report violations and/or cooperate with an investigation will not be subject to retaliation. The Chief Executive Officer will inform the agent who made the complaint of the results of the investigation upon its completion.

It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Chief Executive Officer.

Record Keeping and Procedures

OVERVIEW

Mantis Management Group, LLC. ("MMG") has established policies regarding record-keeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of MMG documents. Records will be stored at MMG in a locked room designated for record retention. All written records will be available for inspection by the Cannabis Control Commission ("CCC") upon request. MMG shall be maintained in accordance with generally accepted accounting principles.

The following personnel records shall be maintained:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

The following business records shall be maintained which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

RECORD-KEEPING

To ensure that MMG is recording and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy and timeliness of such documents will occur as part of MMG's quarter-end closing procedures. In addition, Operating Procedures will be updated on an ongoing basis as needed.

- Corporate Records: are defined as those which require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - CCC Requirements:
 - Annual Agent Registration
 - Annual Cultivation Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings:
 - Architect: [TBD]
 - HVAC Contractor [TBD]
 - Plumbing Contractor [TBD]
 - Electrical Contractor [TBD]
 - MEP Engineer: [TBD]
 - Corporate Governance
 - Annual Report
 - Secretary of State Filings
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings
- Handling and Testing of Marijuana Records
 - MMG will maintain the results of all testing for a minimum of (1) year;
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - MMG will use [POS SOFTWARE TBD] to maintain real-time inventory. [POS SOFTWARE TBD] inventory reporting meets the requirements specified by the CCC regulations, including, at a minimum, an inventory of marijuana plants; marijuana plant-clones in any phase of development such as propagation, vegetation, flowering; and all damaged, defective, expired, or contaminated marijuana awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Incident Reporting Records

- Within ten (10) calendar days, MMG will provide written notice to the CCC of any incident described above, by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department was notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by MMG for a minimum of two (2) years and made available to the CCC and to law enforcement authorities acting within their lawful jurisdiction upon request.
- Visitor Records
 - A visitor sign-in and sign out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or MIPs are disposed of, MMG will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. MMG will keep disposal records for at least three (3) years.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CCC upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CCC upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - MMG will retain all shipping manifests for a minimum of one (1) year and make them available to the CCC upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement from the agent indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event MMG closes, all records will be kept for at least two (2) years at MMG's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, MMG will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to MMG's operations will be updated on an ongoing basis as needed.
 - Security measures in compliance with the CCC;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of MMG's hours of operation and after-hours contact information, which will be provided to the CCC, made available to law enforcement officials upon request.
 - Price list for marijuana
 - Storage of marijuana in compliance with the CCC regulations
 - Description of the various strains of marijuana to be cultivated and dispensed, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols;

- Plans for quality control, including product testing for contaminants in compliance with CCC regulations;
- A staffing plan and staffing records
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained in accordance with CCC regulations;
- The standards and procedures by which MMG determines the price it charges for marijuana, and a record of the prices charged
- Policies and procedures for the production and distribution of marijuana, which will include but not be limited to:
 - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories;
 - A procedure for handling voluntary and mandatory recalls of marijuana. MMG's procedure pertains to recalls due to any action initiated at the request or order of the CCC, and any voluntary action by MMG to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - A procedure for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. The procedure will provide for written documentation of the disposition of the marijuana;
 - Policies and procedures for the transfer, acquisition, or sale of marijuana between MMG and any other licensed marijuana establishments.
- Policy for the immediate dismissal of any cultivation agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the CCC;
 - Engaged in unsafe practices with regard to MMG operations, which will be reported to the CCC; or
 - Fails to meet agent registration requirements as required by the CCC.

RECORD-RETENTION

MMG will meet all CCC recordkeeping requirements and retain, at minimum, an electronic copy of all records for three (3) years.

Restricting Access to Individuals Under 21 Years of Age

Mantis Management Group, LLC ("MMG") will identify individuals seeking access to the premises of the Cultivation Facility or to whom or marijuana products are being transported pursuant to 935 CMR 500.105(14) and limit access solely to individuals 21 years of age or older.

Upon entry into the premises of the cultivation facility, a security agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual shall not be admitted to the premises unless the security agent has verified that the individual is 21 years of age or older by an individual's proof of identification. Only authorized personnel, visitors outside vendors, and contractors, are allowed access into the facility.

MMG shall apply for registration for all its board members, directors, employees, Executives, managers, and volunteers who are associated with that Marijuana Establishment. The Commission shall issue an agent Registration Card to each individual determined to be suitable for registration.

All such individuals shall: (a) be 21 years of age or older; (b) have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and (c) be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

Qualifications and Training

The Director of Cultivation in conjunction with the Chief Executive Officer will evaluate hiring needs on an on-going basis. Hiring procedures include: internal and external posting of the position, candidate interviews, reference checks, and background checks. Mantis Management Group, LLC ("MMG") is dedicated to hiring local residents when possible.

Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, CCC agent registration, and proof of employment eligibility in the U.S.

Responsible Vendor Training.

1. On or after July 1, 2019, all current Owners, managers and employees of MMG that are involved in the handling and sale of Marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. Once a Licensee is designated a "Responsible Vendor", all new employees involved in the handling and sale of Marijuana for adult use shall successfully complete a Responsible Vendor Training Program within 90 days of hire
3. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of Marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".
4. Administrative employees who do not handle or sell Marijuana may take the "Responsible Vendor" program on a voluntary basis.
5. MMG shall maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours

As a condition of employment, new agents will complete training prior to performing their job functions. Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum will include training on confidentiality, and other topics as specified by CCC. At a minimum, staff will also receive eight (8) hours of on-going training annually. MMG will comply with Equal Employment Opportunity Commission ("EEOC") guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability or genetic information, and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.

MMG is committed to building a professional environment for all of our agents. MMG is committed to complying with all laws and CCC regulations, maintaining high standards of ethical conduct in dealings with MMG agents, registered patients, vendors and the community at large. MMG seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible. In order to promote job satisfaction and employee retention, we will

communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.

MMG will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter. Agents are expected to be present during department meetings as well as company-wide meetings.

List of Anticipated Positions and Qualifications

Chief Operating Officer-

- 5-10 years hands-on experience in manufacturing, warehouse and logistics
- Knowledge of technical, scientific and regulatory principles related to the Hemp industry a plus
- Manage risk based on data and statistics
- Experience meeting stringent compliance requirements
- Proven expertise in organizational development and operations management, lean manufacturing principles, strategic and business planning methods, project planning and coordinating
- Excellent people skills, business acumen and exemplary work ethics
- Must be able to pass state required background check and badging process
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission

Director of Cultivation-

- 5+ years horticultural experience
- Ability to grow and enhance the business through operational processes, employee and staff capabilities, and financial performance
- Must be an expert in nutrient management
- Experience overseeing daily operations of a business
- Experience creating and refining processes for a high-growth company
- Experience building teams and hiring/firing
- Proven track record of strategic planning and driving revenue
- Experienced in creating, presenting, and performing within defined annual budgets
- Experience creating and reporting key performance indicators, weekly/bi-weekly metrics, executive summaries
- Experienced in managing formal performance appraisal programs for Team Members, as well as identifying and developing high potential employees
- Excellent mathematical, language and reasoning skills
- Knowledge in all cannabis media required
- Experience in the fundamentals of plant biology required
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission

Assistant Cultivator-

- 2+ year horticultural experience
- Excellent mathematic, language, and reasoning skills.

- Keen observation skills
- Detail oriented
- Works well both individually or as a team
- Follows protocol
- Able to adapt to new technology and procedure changes
- Able to stand for long periods of time
- Able to bend, reach, and squat periodically
- Able to lift 50lbs
- Must be able to work weekends
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission

Lab Extraction Technician-

- 2 years (preferred) experience in chemistry, biochemistry, and/or phytobiology (preferred).
- Plant Extraction: 2 years (preferred).
- Strong background in fundamentals of extraction, solvent less extraction, filtration, distillation, and isolation.
- A thorough understanding of the fundamentals of cold ethanol extraction.
- Technical problem-solving skills in a production environment
- Experience in a lab or manufacturing setting highly preferred.
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission

Compliance Officer-

- Bachelor's degree or equivalent experience
- Prior experience in a regulatory compliance position, familiarity with state regulatory entities
- Legal mindset, ability to read, understand, interpret and communicate laws, ordinances and regulations
- Good interpersonal skills and proven ability to positively influence people; must be capable of effective interaction across all levels of the organization
- Ability to work in a fast-paced environment, manage high stress situations , and to be flexible and adaptable when a situation requires it
- Detail oriented with an eye for process streamlining
- Excellent time management and organizational skills
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission
- Preferred Experience
- Prior experience in cannabis is a plus
- Prior experience in a paralegal or legal administrative position is a plus

Operations Manager-

- Bachelor's Degree required; MBA or similar preferred
- 5+ years of management experience
- 2+ years of experience in Hemp or Cannabis Industry
- Exposure to E-commerce, consumer goods sales, and cannabis/hemp gardens.

- Can-do attitude and ability to adapt quickly; business is experiencing tremendous growth so previous operational experience in growth environment is substantially preferred
- Adapts and thrives in a demanding, start-up, fast-paced environment
- Superior communication and interpersonal skills (verbal, non-verbal, written), with the ability to build relationships at all levels, both internally and externally
- Possesses a high level of critical thinking
- Able to lift 50lbs
- Operates with a high level of professionalism and integrity, including dealing with confidential information
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission

Bud Trimmer-

- 2+ year horticultural experience
- Keen observation skills
- Detail oriented
- Works well both individually or as a team
- Follows protocol
- Able to stand for long periods of time
- Able to bend, reach, and squat periodically
- Able to lift 50lbs
- Must be able to work weekends
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission

QUALITY CONTROL AND TESTING

Testing of Marijuana and Marijuana Products

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: Adult Use of Marijuana. Testing of Marijuana Products shall be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.

Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. The Commission may require additional testing.

Mantis Management Group, LLC ("MMG") shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1).

MMG policy shall include:

1. notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.
2. notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
 - (b) The notification must be from both MMG and the Independent Testing Laboratory, separately and directly.
 - (c) The notification from MMG will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
3. MMG shall maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.
4. The sale of seeds is not subject to these testing provisions.
5. Clones are subject to these testing provisions, but are exempt from testing for metals.
6. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services shall comply with 935 CMR 500.105(13).
7. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).

8. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess Marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

9. No Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

10. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

11. Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

Handling Requirements

MMG will 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; and
- satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments

- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area

All MMG agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

Any MMG agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
 - Washing hands appropriately.
1. MMG's hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
 2. MMG shall have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
 3. MMG shall properly remove litter and waste, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

4. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
5. There shall be adequate safety lighting in all Processing and storage areas, as well as areas where equipment or utensils are cleaned;
6. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
7. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
8. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
9. All toxic items shall be identified, held, and stored in a manner that protects against contamination of Marijuana Products. Toxic items shall not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the Premises;
10. MMG's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs
11. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines;
12. MMG shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
13. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;
14. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers; and
15. All vehicles and transportation equipment used in the transportation of Marijuana Products or Edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Storage Requirements

(a) MMG shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of

935 CMR 500.105 and 935 CMR 500.110.

(b) MMG shall have separate areas for storage of Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging has been opened or breached, until such products are destroyed.

(c) MMG storage areas shall be maintained in a clean and orderly condition.

(d) MMG storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind.

(e) MMG storage areas shall be maintained in accordance with the security requirements of 935 CMR 500.110.

Waste Disposal.

(a) All recyclables and waste, including organic waste composed of or containing Finished Marijuana and Marijuana Products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on MMG's Premises shall be locked and secured as to prevent unauthorized access.

(b) Liquid waste containing Marijuana or by-products of Marijuana Processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122; 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers, Construction, Operation, and Record Keeping Requirements.

(c) Organic material, recyclable material and solid waste generated at MMG shall be redirected or disposed of as follows:

1. Organic and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.

2. To the greatest extent feasible:

a. Any recyclable material as defined in 310 CMR 16.02: Definitions shall be recycled in a manner approved by the Commission; and

b. Any Marijuana containing organic material as defined in 310 CMR 16.02: Definitions shall be ground up and mixed with other organic material as defined in 310 CMR 16.02 such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.

3. Solid waste containing Marijuana generated at MMG shall be ground up and mixed with other solid waste at MMG such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the resulting solid waste may be brought to a

solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate agency in the jurisdiction in which the facility is located.

MMG Agents

No fewer than two MMG Agents must witness and document how the solid waste or organic material containing Marijuana is handled on-site including, but not limited to, the grinding up, mixing, storage and removal from MMG in accordance with 935 CMR 500.105(12).

When Marijuana Products or waste is disposed or handled, the Marijuana Establishment must create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two MMG Agents present during the disposal or other handling, with their signatures. MMG shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Testing Continued

All marijuana concentrates and marijuana finished products that MMG produces will be tested for the presence of contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides. All such testing will be done by an independent laboratory with which MMG maintains a contractual relationship.

In the event that a sample results indicate contamination, MMG will initiate its

Contamination Investigation Procedure:

1. Document internally the initial contamination information, including:
 - a. The batch number from which the tested sample was taken;
 - b. The contaminant detected; and
 - c. Date of sample test.
2. If the contaminant is a material introduced by MMG during cultivation or processing, MMG will review its protocols and procedures for the application of such chemical to determine the cause of the presence of excessive testing levels. The results of such investigation will be recorded with the internal contamination documentation, and any necessary alterations to MMG's procedure or infrastructure will be made to applicable MMG operational manuals or physically implemented, as necessary. Furthermore, MMG will implement any training or retraining on protocols related to the contamination, as applicable.
3. If the contaminant is a foreign substance not intentionally introduced by MMG, MMG will undertake an investigation to determine:
 - a. Where the contamination occurred;
 - b. when the contamination occurred;
 - c. The root cause of the introduction of the contaminant; and
 - d. Remedial steps to prevent future contamination.

The results of such investigation will be recorded with the internal contamination documentation, and any necessary alterations to MMG procedure or infrastructure will be made to applicable MMG operational manuals or physically implemented, as necessary. Furthermore, MMG will implement any training or retraining on protocols related to the contamination, as applicable.

WATER SAMPLES

Water will not be sampled, because water is from a Public Water Source used in solids-based cultivation. Public water analysis records will be maintained by MMG and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis.

MARIJUANA TESTING

All marijuana concentrates and marijuana finished products will be tested for the cannabinoid profile and for contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides in compliance with MMG regulations and protocols. All testing records will be maintained for at least one (1) year. In the event that testing reveals unacceptable levels of contaminants or undesirable cannabinoid profiles, the Master Grower and the Director of Operations will be responsible for establishing corrective procedures in response to such test results. MMG's testing Frequency of testing will be compliant with all MMG protocols and guidance. In collecting samples of marijuana after harvest, agents will:

- Wear disposable gloves to mitigate potential for contamination of samples.
- Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
- Collect the sample using an appropriate tool and use caution to not touch the sample with hands or allow the sample to touch anything that might cause cross contamination.
- If necessary, place the sample in the stainless-steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
- Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products should be cleaned before collecting the next sample.
- All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers will be firmly closed and appropriately labeled.
- To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory. Samples will be properly homogenized prior to analysis. Laboratory analysis will be performed by a laboratory that is:
- Certified, registered, and accredited by an organization approved by the MMG.

MMG will maintain a contractual relationship with an approved testing laboratory. All storage and transportation of testing samples will comply with MMG regulations. MMG will ensure that all excess marijuana from testing is returned to MMG and disposed of in pursuant of MMG's disposal plan.

MARIJUANA GENETIC TESTING

Utilizing qPCR as a quality control method will help detect microbial contaminants such as yeast and mold, E.Coli, Salmonella, total aerobic bacteria, powdery mildew, fusarium, russet mites and Aspergillus. Incorporating quality control genetic testing and working with a licensed third-party laboratory will help ensure the safety and quality of products.

qPCR technology also allows us to test genetic markers for specific traits such as gender, THCA dominant, and CBDA dominant plants, which will accelerate pheno-hunting at a very early stage in the plant's life cycle.

SOLID GROWING MEDIA SAMPLING

Sources of solid growing media including soils must be sampled and analyzed prior to use in cultivation and, upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation operation. Sampling and analysis frequency, sample locations, and quality control (QC) shall comply with all guidance issued by the MMG, and periodically reviewed and amended to ensure such compliance.

Diversity Impact Plan

Mantis Management Group, LLC (“MMG”) diversity impact plan is committed to promote diversity and inclusion of minorities, women, veterans, people with disabilities, and LGBTQ+ people as defined by the Cannabis Control Commission. MMG will adhere to the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Goal

Our diversity impact plan goals focus on helping the cannabis industry increase equitable diversity in Massachusetts by:

1. Hiring at least 10% of individuals falling into the above-listed demographics to work in MMG establishment while ensuring their success with appropriate training and resources.

Programs

1. MMG will implement a **Diversity Referral Incentive Program (D.R.I.P)** on an annual basis, which will encourage MMG employees to refer diverse individuals falling into the above-listed demographics.
2. MMG will host or participate in job fairs at least once a year with the goal of attracting diverse individuals and promoting equitable opportunities at MMG establishment.

Measurements

1. MMG will keep track of the number of referrals that meets our Diversity Referral Incentive Program on an annual basis.
2. MMG will keep track of the number of referrals that were hired through our Diversity Referral Incentive Program on an annual basis.
3. MMG will keep track of the number of job fairs MMG hosts and participates in with the goal of promoting equitable opportunities at MMG on an annual basis.
4. The breakdown of the demographic MMG intends to target is
_10__% Women; __10_% Minorities;

The progress and success of this impact plan will be annually documented (one year from provisional licensure, and each year thereafter).

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

