



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282043
Original Issued Date: 07/22/2021
Issued Date: 07/22/2021
Expiration Date: 07/22/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Berkshire Welco Lab & Manufacturing, LLC

Phone Number: 413-717-5036

Email Address: hr@thepass.co

Business Address 1: 34 Home Road

Business Address 2:

Business City: Sheffield

Business State: MA

Business Zip Code: 01257

Mailing Address 1: 490 Main Street Suite 2

Mailing Address 2:

Mailing City: Great Barrington

Mailing State: MA

Mailing Zip Code: 01230

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 34

Percentage Of Control: 66.6

Role: Executive / Officer

Other Role:

First Name: Christopher

Last Name: Weld

Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 0.41 Percentage Of Control: 33.3

Role: Board Member Other Role:

First Name: George Last Name: Nichols 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

Entity Contributing Capital 1

Entity Legal Name: Berkshire Welco LLC Entity DBA:

Email: hr@thepass.co Phone: 413-717-5036

Address 1: 490 Main St Address 2:

City: Great Barrington State: MA Zip Code: 01230

Types of Capital: Monetary/ Other Type of Total Value of Capital Provided: Percentage of Initial Capital:

Equity Capital: \$2842293.85 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 34 Home Road

Establishment Address 2:

Establishment City: Sheffield Establishment Zip Code: 01257

Approximate square footage of the Establishment: 39000 How many abutters does this property have?: 6

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form - 34 Home Rd .pdf	pdf	603a9ba9e15067356d209a31	02/27/2021
Community Outreach Meeting Documentation	Attachment A Public Notice Eagle 14day Advertisement.pdf	pdf	603a9be6efe1e0359b959cfa	02/27/2021
Community Outreach Meeting Documentation	Attachment B HCA Certification Form - 34 Home Rd.pdf	pdf	603a9bee183b5235aa44be4e	02/27/2021
Certification of Host Community Agreement	HCA Certification Form - 34 Home Rd (1).pdf	pdf	603a9c6b75f93835952ede92	02/27/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant.pdf	pdf	60410a5ad7adff35b5a4e70f	03/04/2021
Community Outreach Meeting Documentation	Community outreach notice Attachment C.pdf	pdf	6088605709011007a03cee9f	04/27/2021
Community Outreach Meeting Documentation	34 Home Rd HCA virtual meeting attendance.pdf	pdf	60941d81247e180786c95d22	05/06/2021
Community Outreach Meeting Documentation	34 home rd HCA virtual meeting confirmation.pdf	pdf	60941d8c6f8420077bfc754f	05/06/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP Berkshire Welco Lab and Manufacturing 04_27_2021.pdf	pdf	6088623c954bd3079c68e272	04/27/2021
Other	Goodwill PIP letter.pdf	pdf	60886262d91389075ed375a2	04/27/2021
Other	Letter from Hinds.pdf	pdf	6088626368436d078d6b086a	04/27/2021
Other	Railroad St letter PIP.pdf	pdf	60886264b15b20079554f849	04/27/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:
 First Name: Christopher Last Name: Weld Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 2

Role: Board Member Other Role:
 First Name: George Last Name: Nichols Suffix:
 RMD Association: RMD Owner
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Amended and Restated Operating Agreement of Berkshire Welco LLC - EXECUTED Part 1.pdf	pdf	603aa58393441135c0c30de7	02/27/2021
Bylaws	Amended and Restated Operating Agreement of Berkshire Welco LLC - EXECUTED Part 2.pdf	pdf	603aa58f8d09dc35cbc0b3f5	02/27/2021
Bylaws	Amended and Restated Operating Agreement of Berkshire Welco LLC - EXECUTED Part 3.pdf	pdf	603aa59801124c35d209fff8	02/27/2021
Secretary of Commonwealth - Certificate of Good Standing	DUA Certificate of Good standing.pdf	pdf	603d1be59a694b3583a7162b	03/01/2021
Secretary of Commonwealth - Certificate of Good Standing	SEC Letter of Goodstanding.pdf	pdf	603eabc34e7ce735949cd6a3	03/02/2021
Articles of Organization	SEC Letter Version 2.pdf	pdf	603eabd7b64912358e312ae2	03/02/2021
Department of Revenue - Certificate of Good standing	DOR LTR of Good Standing.pdf	pdf	60705c973a37ef458c08561c	04/09/2021
Articles of Organization	BW Lab and Manufacturing Certificates of organization.pdf	pdf	608c0604b15b20079555033e	04/30/2021
Articles of Organization	Articles of Organization Statement.pdf	pdf	60941df009011007a03d105d	05/06/2021
Articles of Organization	Lab Articles of org attestation.pdf	pdf	609537fa247e180786c95fb1	05/07/2021

No documents uploaded

Massachusetts Business Identification Number: 001435524

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	1.Berkshire WELCO Schedule of Insurance (2).pdf	pdf	603eac63c997b43574a1a1c6	03/02/2021
Proposed Timeline	Timeline.pdf	pdf	60410c56b64912358e31320c	03/04/2021
Business Plan	Business PlanIP.pdf	pdf	604118ecc997b43574a1a98e	03/04/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Qualifications & Training.pdf	pdf	603fb522efe1e0359b95aa40	03/03/2021
Safety Plan for Manufacturing	Safety Plan for Manufacturing.pdf	pdf	604109829a694b3583a724e9	03/04/2021
Sample of unique identifying marks used for branding	Samples of Unique Identifying Marks Used for Branding.pdf	pdf	60410984d7adff35b5a4e703	03/04/2021

Quality control and testing	Inventory Management.pdf	pdf	60411ba575f93835952ef28d	03/04/2021
Security plan	34 Home Rd Security Plan revision.pdf	pdf	60705d80bd015444c55032ad	04/09/2021
Energy Compliance Plan	34 Home Rd Energy Compliance Plan revision.pdf	pdf	60705dad3a37ef458c085626	04/09/2021
Quality control and testing	34 Home Rd Quality Control revision.pdf	pdf	60705dd03a37ef458c08562a	04/09/2021
Diversity plan	34 Home Rd Diversity Plan revision.pdf	pdf	60705dfc03415644ba106202	04/09/2021
Types of products Manufactured.	34 Home Rd Types of Products Manufactured revision.pdf	pdf	60705e1b3a37ef458c08562e	04/09/2021
Method used to produce products	34 Home Rd Production Methods revision.pdf	pdf	60705e33a6d53445a21e3724	04/09/2021
Restricting Access to age 21 and older	Age Restriction Access 04_27_2021 revision.docx.pdf	pdf	60887838247e180786c93bdd	04/27/2021
Prevention of diversion	Diversion Prevention Policy 04_27_2021 revision.docx.pdf	pdf	60887854247e180786c93be1	04/27/2021
Storage of marijuana	Storage of Marijuana 04_27_2021 revision.docx.pdf	pdf	608878698ecb05074fe682a5	04/27/2021
Transportation of marijuana	Transportation of Marijuana 04_27_2021 revision.docx.pdf	pdf	6088787b954bd3079c68e2fc	04/27/2021
Quality control and testing	Quality Control & Testing Policy 04_27_2021 revision.docx.pdf	pdf	6088788cd91389075ed37619	04/27/2021
Record Keeping procedures	Record Keeping 04_27_2021 revision.docx.pdf	pdf	608878a9d91389075ed3761d	04/27/2021
Plan to Obtain Marijuana	Plan to Obtain Marijuana 04_27_2021 revision.docx.pdf	pdf	608878c23fd8b2075df9b59e	04/27/2021
Maintaining of financial records	Financial Controls & Recordkeeping 05_05_2021 revision.docx.pdf	pdf	6092fcc02e7a1d0770d08cd5	05/05/2021
Personnel policies including background checks	34 Home Rd Management Plan revision.docx.pdf	pdf	6093f3e23bbe600765b4d2d5	05/06/2021
Personnel policies including background checks	Staffing Plan 34 Home Rd part 1.pdf	pdf	609539c16f8420077bfc77f1	05/07/2021
Personnel policies including background checks	Staffing Plan 34 Home Rd Part 2.pdf	pdf	609539c568436d078d6b2dca	05/07/2021
Personnel policies including background checks	Staffing Plan 34 Home Rd part 3.pdf	pdf	609539c98ecb05074fe6a672	05/07/2021
Personnel policies including background checks	Staffing Plan 34 Home Rd part 4.pdf	pdf	609539cc031c12076ccf2f33	05/07/2021

ATTESTATIONS

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

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

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:30 AM	Monday To: 9:00 PM
Tuesday From: 8:30 AM	Tuesday To: 9:00 PM
Wednesday From: 8:30 AM	Wednesday To: 9:00 PM
Thursday From: 8:30 AM	Thursday To: 9:00 PM
Friday From: 8:30 AM	Friday To: 9:00 PM
Saturday From: 8:30 AM	Saturday To: 9:00 PM
Sunday From: 10:00 AM	Sunday To: 9:00 PM

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 2-5-21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

01/21/2021

b. Name of publication:

Berkshire Eagle

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

a. Date notice filed:

01/15/2021

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

a. Date notice(s) mailed:

01/15/2021

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



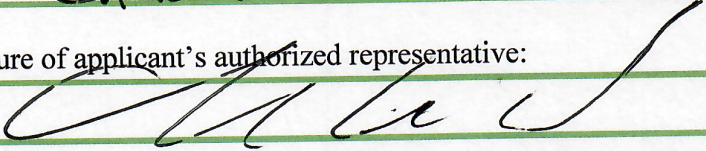
Name of applicant:

Dorchester Welco LLC

Name of applicant's authorized representative:

Chris Weld

Signature of applicant's authorized representative:



34 Home Rd
Sheffield MA 01257



Host Community Agreement Certification Form

Instructions

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

Certification

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

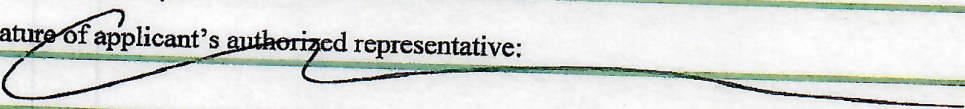
1. Name of applicant:

Berkshire Welco, LLC

2. Name of applicant's authorized representative:

Christopher Weld

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Sheffield

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

Rene C. Wood

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

Paul Wood

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

rlabombard@sheffieldma.gov

8. Host community agreement execution date:

1-28-21

*34 Home Rd
Sheffield MA 01257*



Host Community Agreement Certification Form

Instructions

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

Certification

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

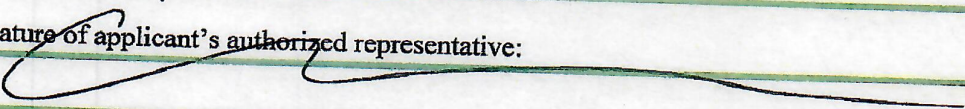
1. Name of applicant:

Berkshire Welco, LLC

2. Name of applicant's authorized representative:

Christopher Weld

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Sheffield

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

Rene C. Wood

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

Paul Wood

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

rlabombard@sheffieldma.gov

8. Host community agreement execution date:

1-28-21

*34 Home Rd
Sheffield MA 01257*





THE PASS

BERKSHIRES

Lab & Manufacturing License application # MPN282043

Start date: 03/02/2021

Plan to Remain Compliant

I, Chris Weld, herby attest that Berkshire Welco Lab & Manufacturing LLC located at 34 Home Road, Sheffield MA is and plans to remain compliant with all permitting and local ordinances and that we are within proper zoning requirements. We have fulfilled all local and town requirements for providing adequate documentation including site plans, applications, bonding, and all other requirements as outlined in the Section 7.5 of the Town of Sheffield Bylaws. We are currently on the docket for special permitting approval for the month of March 2021.

I, Christopher Weld, I affirm that all the information provided within is true and accurate. I further affirm that all required attestations written above have been made voluntarily, and by signing below, certify that I do in fact make these true and accurate attestations.

Signature: _____

Name Printed: Christopher Weld

Date: _____

3-4-21

AUTHENTICATION BY NOTARY PUBLIC

On this day of March 4, 2021, before me, the undersigned notary public, personally appeared Christopher Weld, proved to me through satisfactory evidence of identification to be the person whose name is signed above and that he/she did so voluntarily for its stated purpose.

Notary Public Signature

NOTARY STAMP/SEAL





NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Berkshire Welco Lab & Manufacturing, LLC will host a Community Outreach Meeting to discuss the proposed siting of Adult Use Marijuana Lab & Manufacturing and Cultivation Facility located at 34 Home Rd, Sheffield, MA, 01257 in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000. This meeting will be covering a full review our intent to apply for a special cannabis permit at this location.

On Friday February 5, 2021 from 4:00 pm to 5:00 pm via **Zoom**

Topic: Notice of Community Outreach Meeting

Time: Feb 5, 2021 04:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94291392321?pwd=ZUhMeFJLbU4xMjhZYTVYcmw4OVAvQT09>

Meeting ID: 942 9139 2321

Passcode: 487884

One tap mobile

+13017158592,,94291392321#,,,,*487884# US (Washington D.C)

+13126266799,,94291392321#,,,,*487884# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)



Meeting ID: 942 9139 2321

Passcode: 487884

Find your local number: <https://zoom.us/j/94291392321>

Topics to be discussed at the meeting include but not limited to:

- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to be a positive impact of the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

Berkshire Welco Lab and Manufacturing LLC

Berkshire Welco Lab and Manufacturing LLC held a Virtual community outreach meeting as part of the Host Community Agreement with the town of Sheffield on February 5, 2021. There were 9 participants in attendance. Video of the virtual meeting has been submitted by email to the Cannabis Control Commission on April 9, 2021.



Mary Cabral <m.cabral@thepass.co>

Berkshire Welco HCA meeting documentation

Rhonda LaBombard

<rlabombard@sheffieldma.gov>

To: m.cabral@thepass.co

Thu, May 6, 2021 at 11:35 AM

Hi Mary,

This is an acknowledgement that your held a Community Outreach Meeting on February 5, 2021 and that the Town did approve that this meeting could be held virtually.

Best,

Rhonda

Rhonda LaBombard

Town Administrator

Town of Sheffield

[21 Depot Square](#)[Sheffield, MA 01257](#)

(413) 229-7000, Ext. 152

(413) 229-7010 fax

Mary Cabral <m.cabral@thepass.co> writes:

Good afternoon!

I'm contacting you from Berkshire Welco LLC as part of the Cannabis Control Commission licensing process. For our Host Community Agreement (HCA) with the town of Sheffield, we held a virtual community outreach meeting on February 5, 2021. I just need something in writing from the town that confirms that we had this meeting and that the town approved this meeting. This wasn't part of our previous licensing process, but is now required for our license to operate at 34 Home Rd.

Please let me know if you have any additional questions, I look forward to hearing from you.

--

Mary Cabral

Compliance Specialist | **Berkshire Welco**

e: m.cabral@thepass.co

490 Main St., Ste. 2 Great Barrington, MA 01230

w: thepass.co

Plan to Positively Impact Areas of Disproportionate Impact

The Plan below will apply to Berkshire Welco Lab and Manufacturing LLC located at 34 Home Rd in Sheffield.

I. Promoting Parental Education About the Harms of Cannabis Use Among Youth in Pittsfield.

Goal: Help support existing programs that provide parental education about the harms of cannabis use at a young age, including information about safe storage and talking to your children about substance use by partnering with Southern Berkshire Community Coalition to fund the development of parental educational materials to be distributed at the point-of-sale at Berkshire Welco Lab and Manufacturing LLC's dispensary and partner dispensaries in the Pittsfield area.

Program Details: Although still inconclusive, scientific studies have shown that cannabis use among those 21 and under can harm brain function and development (What Pot Really Does to the Teen Brain?, *Scientific American*, December 1, 2017). In addition, children are more likely than adults to undertake reckless behaviors while using cannabis such as driving under the influence. Berkshire Welco Lab and Manufacturing LLC will provide funding to Community Coalitions of Northern and Southern Berkshire County to support existing educational programs for parents about the harmful effects of youth cannabis consumption, with specific emphasis on reaching audiences in Pittsfield. These events will be intended for audiences of parents and other adults; anyone under younger than 21 years of age will not be permitted to attend. Berkshire Welco Lab and Manufacturing LLC has established a partnership supporting the development of educational materials to be distributed at the point-of-sale at our dispensary as well as our partner dispensaries in Pittsfield. The goal of these educational materials is to reach adult cannabis consumers and provide them with information about safe storage, the risks of underage consumption, and how to talk to your kids about substance use. Berkshire Welco Lab and Manufacturing LLC will provide funding for this endeavor with a donation of \$15,000 to the Southern Berkshire Community Coalition. See attached letter from Senator Hinds.

Metrics and Timeframe:

The plan progress and success will be tracked throughout the year and reported upon annually at the time of renewal.

1. **Number of Educational Seminars:** We have partnered with The Southern Berkshire Community Health Coalition in their Parenting Series and the AHEC. We will support through funding 3 educational seminars per annum.
2. **Limiting Cannabis Use Among Youth in the Berkshires:** Because the ultimate goal is to limit cannabis use among youth, Berkshire Welco Lab and Manufacturing LLC will support by funding the ongoing tracking of youth substance use in Berkshire county by the Community Coalitions of Northern and Southern Berkshire County.

II. Increase targeted employment opportunities for Massachusetts residents who reside in areas of Disproportionate Impact and those who have past drug convictions or have parents or spouses with drug convictions.

Goal: To make those who reside in areas of disproportionate impact, Massachusetts residents who have past drug convictions or whose parents or spouses have drug convictions (“Targeted Employees”) a sizable portion (aiming for at least 15%) of Berkshire Welco Lab and Manufacturing LLC’s workforce.

Program Details: The closest area of disproportionate impact to Berkshire Welco Lab and Manufacturing LLC’s operations in Sheffield is Pittsfield. Pittsfield is approximately 19 miles away from our facilities and is approximately a 40 minute drive with no public transportation operations. In addition, a number of potential marijuana establishments have targeted Pittsfield for their locations, which means those who live in Pittsfield may be more likely to work at the facilities in that city rather than in Sheffield. Our ability to positively impact Pittsfield may be challenged because of the great distance between Sheffield and Pittsfield, but Berkshire Welco Lab and Manufacturing LLC is excited about the plan discussed herein.

First, we plan to work with following social engagement organizations (“Partner Organizations”) in order to find Targeted Employees:

- Berkshire Community College – we plan to participate in in person (as available) and virtual job fairs through Berkshire Community College located in Pittsfield Ma, acknowledging that only individuals 21 years of age or older will be considered for recruitment,
- To ensure that we can attract and target Massachusetts residents with past drug convictions we will also be posting all job openings quarterly on <https://www.jobsforfelonshub.com/jobs-forfelons/>
- All job postings will also include a statement encouraging applicants that are Massachusetts residents who have past drug convictions or have parents or spouses with past drug convictions to apply.
- To the extent we are gaining a critical mass of employees who live in our chosen area of disproportionate impact, we will be working with the BRTA on procuring monthly bus passes (a.k.a. Charlie cards) as needed from Pittsfield in order to ease the commutes of these employees.

Metrics and Timeframe:

The plan progress and success will be tracked throughout the year and reported upon annually at the time of renewal.

1. Job Fairs: When available we expect to work with the Partner Organizations to have 2 job fairs focused on Targeted Employees.
2. Targeted Employee Job Hires: In the first year of operations, we plan for 10% of our employees to be Targeted Employees. In the second year of operations, we plan for 15% of our employees to be Targeted Employees. Both goals are ambitious based on geographic limitations in the Berkshires.

III. Support through donations to human services organizations that serve individuals living in areas of disproportionate impact in the Berkshires.

Goal: Promote wellness in a community in an area of disproportionate impact through donations to and volunteer efforts with human services organizations working in the Pittsfield area.

Program Details: Berkshire Welco Lab and Manufacturing LLC will provide monetary support to human services organizations that serve the goals of the Positive Impact Plan in the Pittsfield area. This will include monetary donations to organizations such as The Elizabeth Freeman Center, Goodwill Industries of the Berkshires and Southern Vermont to fund existing programs that serve individuals adversely impacted by the war on drugs. Berkshire Welco Lab and Manufacturing LLC will also engage in volunteer efforts in conjunction with the City of Pittsfield to give back to the community through service hours in projects such as community clean ups. Organizations will be selected based on how the services provided through the organization align with the Plan's goals of lessening the disproportionate impact the cannabis prohibition has had on communities.

Metrics and Timeframe:

The plan progress and success will be tracked throughout the year and reported upon annually at the time of renewal.

1. Monetary Donations: Berkshire Welco Lab and Manufacturing LLC will donate \$5,000 to organizations such as Goodwill Industries of the Berkshires and Southern Vermont toward their efforts with Keenan House in Pittsfield and The Elizabeth Freeman Center, serving victims of sexual assault and domestic violence in Pittsfield.
2. Volunteer Hours: Berkshire Welco Lab and Manufacturing LLC will commit 40 volunteer man hours per quarter to public service efforts in areas of disproportionate impact, focusing on the city of Pittsfield, through initiatives such as "Green Up" days.

Disclosures:

Berkshire Welco Lab and Manufacturing LLC will adhere to the requirements set forth in 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BERKSHIRE WELCO, LLC

A Massachusetts Limited Liability Company

Dated as of July 9, 2018

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

This Amended and Restated Limited Liability Company Agreement of Berkshire Welco, LLC (the “Company”) is entered into as of July 9, 2018 (the “Effective Date”), by and among the persons identified from time to time as “Members” on Schedule A attached hereto.

WHEREAS, the Company was formed by Michael Cohen and Christopher Weld on March 12, 2018, with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Massachusetts Act”), by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of The Commonwealth of Massachusetts (as it may be amended at any time and from time to time, the “Certificate of Organization”), and such Members have entered into a Limited Liability Company Agreement, dated May 8, 2018 (the “Prior Agreement”), with the other Members made party thereto;

WHEREAS, pursuant to Section 15.3 of the Prior Agreement, the Prior Agreement may be amended by (i) the approval of each Major Member (as defined in the Prior Agreement) and (ii) Manager Approval (as defined in the Prior Agreement);

WHEREAS, the Company’s Board of Managers has determined that it is in the best interest of the Company and its existing Members to, and has voted to amend and restate the Prior Agreement to set forth the respective rights and obligations of the Members and to provide for the governance and management of the Company and its affairs and for the conduct of the business of the Company; and

WHEREAS, the undersigned parties to this Agreement include each Major Member;

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Prior Agreement is amended and restated in its entirety as of the date hereof to read as follows:

**ARTICLE 1.
DEFINED TERMS**

Section 1.1 Definitions. In addition to the capitalized terms defined above and elsewhere in this Agreement, certain capitalized terms used herein shall have the meanings set forth in Schedule C hereto.

**ARTICLE 2.
GENERAL PROVISIONS**

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of the Commonwealth pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated with respect to the address of the registered office of the Company in Massachusetts, the name and address of its registered agent in Massachusetts or to make corrections as may be required by the Massachusetts Act as provided in the Massachusetts Act. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Massachusetts Act, except as otherwise provided herein.

Section 2.2 Company Name.

(a) The name of the Company is “Berkshire Welco, LLC.” All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 12 or otherwise, except as otherwise provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Principal Place of Business; Agent for Service of Process.

(a) The principal office and place of business of the Company shall initially be 264 Main Street, 3rd Floor, Great Barrington, Massachusetts 01230, or such other address as may be determined from time to time by Manager Approval.

(b) The registered office of the Company in The Commonwealth of Massachusetts shall be 264 Main Street, 3rd Floor, Great Barrington, Massachusetts 01230, and the registered agent for service of process on the Company pursuant to the Massachusetts Act shall initially be Michael Cohen or, in either case, as may be designated by Manager Approval.

Section 2.4 Qualification in Other Jurisdictions.

The Managers shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company owns property or engages in activities and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including, without limitation, the appointment of agents for service of process in such jurisdictions, if such qualification or registration is necessary or desirable to permit the Company to own property and engage in the Company’s business in such jurisdictions.

Section 2.5 Purposes and Powers of the Company.

The purposes of the Company are to engage in any lawful business, purpose or activity for which limited liability companies may be organized under the Massachusetts Act.

Section 2.6 Fiscal Year.

The fiscal year of the Company shall be the calendar year, or such other fiscal year as may be designated by Manager Approval and permitted by the Code.

ARTICLE 3. TERMS AND CONDITIONS APPLICABLE TO MEMBERS

Section 3.1 Members.

The Members of the Company shall be the Persons identified on Schedule A hereto, as may be amended from time to time, each of whom shall be a “Member” within the meaning of the Massachusetts Act. The name, mailing address, and email address of each Member shall be as listed in Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A. Any Manager may update Schedule A from time to time as necessary to accurately reflect the information therein. Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as in effect from time to time. The Members shall have only such rights with respect to the Company as specifically provided in this Agreement and as required by the Massachusetts Act (other than waivable provisions of the Massachusetts Act that conflict with the rights expressly granted to such Members under this Agreement). No Person shall be admitted as a new Member of the Company unless and until the Board of Managers has approved the admission of such Person as a new Member and such Person has executed this Agreement or a counterpart hereto and such other documents or agreements as the Board of Managers may request reasonably in connection with such admission.

Section 3.2 Limited Liability Company Interests Generally.

Except as otherwise specifically provided herein, no Member shall (i) be entitled to receive any interest or other return on such Member’s Capital Contributions, (ii) be entitled to withdraw all or any portion of any Capital Contribution or to receive any distribution from the Company, (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive property other than cash in return for its Capital Contributions, or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Units shall constitute personal property. The rights and interest of each Member in and to the future profits and income of the Company are limited to those set forth in this Agreement.

Section 3.3 Voting and Management Rights.

(a) No Member, in his, her, or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided for herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Massachusetts Act, to the extent that the Massachusetts Act would require a consent or approval by the Members, the consent or approval of the Managers pursuant to the terms of this Agreement shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise specified herein, such action shall be deemed valid if and only if taken by Member Approval.

(d) Managers shall be elected pursuant to Member Approval, subject to the terms and conditions of Section 5.1(c).

Section 3.4 Liability of Members.

(a) A Member who receives a distribution made in violation of the Massachusetts Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Massachusetts Act.

(b) Except as provided under the Massachusetts Act, 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, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Without limiting the foregoing, (i) no Member in its capacity as such shall have any liability to restore any negative balance in such Member's Capital Account and (ii) the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

Section 3.5 Powers of Members.

Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of the Company or have any right, power or authority to transact any business in the name of the Company or to act for, or on behalf of, or to bind the Company.

Section 3.6 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

Section 3.7 Member's Investment.

Each Member hereby represents and warrants to the Company and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that, except in connection with a Permitted Transfer in accordance with the applicable terms of this Agreement, it has no right to withdraw and/or have its Units repurchased by the Company, (c) it has acquired or is acquiring Units in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) unless it holds only Incentive Units, it is an "accredited investor" as defined in Rule 501 under the Securities Act, (e) it understands that the Units in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws, or in accordance with an applicable exemption therefrom, and the provisions of this Agreement have been complied with, and (f) the execution, delivery and performance of this Agreement does not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

Section 3.8 Rights to Information.

(a) The Board of Managers shall deliver or cause the appropriate officer(s) of the Company to deliver to each Major Investor the following information (which shall be deemed, for the avoidance of doubt, to be Confidential Information subject to the terms and conditions of Section 3.9):

(i) as soon as reasonably practicable, but in no event more than one hundred twenty (120) days after the end of each fiscal year of the Company, a report of the activities of the Company (consolidated with any Company subsidiary) for the preceding fiscal year, including a comparison to the amounts budgeted for such fiscal year and a statement of all fees paid and distributions made to the Members during such fiscal year, and unaudited financial statements for such fiscal year of the Company consisting of a balance sheet, a statement of income and a statement of cash flows, which financial statements shall be prepared in accordance with the books and records of the Company and shall fairly present, in all material respects, the Company's financial position and performance in relation to such fiscal year;

(ii) as soon as reasonably practicable, but in any event within thirty (30) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and of cash flows for such fiscal quarter, and an unaudited balance sheet as of the end of such fiscal quarter (consolidated with any Company subsidiaries);

(iii) as soon as reasonably practicable following approval thereof by the Board of Managers, but in no event later than 30 days prior to the commencement of each

fiscal year of the Company, the proposed capital and operating budget of the Company and any Company subsidiary for such fiscal year for such fiscal year; and

(iv) such other information relating to the financial condition, business, prospects, or company affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 3.8(a)(iv) to provide information (A) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company); or (B) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(b) Each Major Investor shall have the right to visit and inspect any of the properties of the Company or any Company subsidiary, and to discuss the affairs, finances and accounts of the Company or any such subsidiary with the Company's officers, and to review such information, in each case as is reasonably requested pursuant to written notice provided not less than one week in advance, during the Company's normal business hours from time to time as may be reasonably requested not more than once during any six-month period; provided, however, that the Company shall not be obligated under this Section 3.8(b) with respect to (i) any person or entity the Board of Managers reasonably determines is a competitor of the Company; (ii) information which the Board of Managers determines, in consultation with the Company's legal counsel, is attorney-client privileged and should not, therefore, be disclosed or (iii) information that could result in disclosure of a trade secret (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company) or violation of applicable law, in each case as reasonably determined by the Board of Managers.

(c) Notwithstanding anything to the contrary herein, a Member that holds no Units other than Incentive Units shall not be entitled to be provided any information from or about the Company, other than the information required to be reported on such Member's federal Form K-1 and any equivalent state income tax information forms. Each Member that holds no Units other than Incentive Units acknowledges and agrees that the contents of Schedules A and B are confidential and that the Board of Managers shall be entitled, in its sole discretion, to restrict any such Member's access to some or all of such Schedules. The Members hereby acknowledge that, pursuant to Section 10 of the Massachusetts Act, the rights of a Member holding only Incentive Units to obtain information from the Company shall be limited to only those rights provided for in this Section 3.8(c) and that any other rights provided under Section 10 of the Massachusetts Act shall not be available to the Members holding only Incentive Units or applicable to the Company with respect to such Members.

(d) Any information disclosed to any Member pursuant this Section 3.8 shall be subject to the terms and conditions of Section 15.1. The rights of Members under this Section 3.8 shall terminate and be of no further force or effect upon a Sale of the Company.

Section 3.9 Confidential Information.

(a) The Company and each Member shall not use or disclose to third parties any Confidential Information received from the Company or from any other Member (including,

without limitation, the status of such other Member as a Member of the Company) for any purpose other than (i) for the benefit of the Company, as determined in good faith by the Board of Managers, (ii) the use of Confidential Information by a Member in connection with such Member's monitoring or exercising its rights with respect to its investment in the Company, (iii) as required by law, legal process, order of court, government authority or arbitrator or in connection with any legal proceedings to which a Member (or any assignee) and the Company are parties, (iv) to legal counsel and accountants for Members or any assignee, and (v) in connection with the enforcement of this Agreement or rights under this Agreement. Notwithstanding the foregoing, a Member that is an entity holding Series A Investor Units may in addition disclose Confidential Information to (I) any former partners, members or others who retain an economic interest in the Member, (II) any current or prospective partners, members or other equity owners or managers, officers or employees of, or lenders to, the Member or any subsequent partnership, fund or other entity under common investment management with such Member, (III) any management company of the Member or any director, officer, manager or employee thereof, and (IV) any employee, officer or representative of the Member or any of the Persons identified in the foregoing clauses (I) through (III) with a bona fide need to know such information in connection with any purpose permitted in the foregoing clauses (i) through (viii) (each of the Persons identified in the foregoing clauses (I) through (IV), a "Permitted Disclosee"); provided that any Permitted Disclosee to whom confidential information is disclosed shall be subject to confidentiality restrictions substantially similar to the restrictions applicable to the Member hereunder.

(b) The restrictions imposed by this Section 3.9 shall continue to apply to a former Member following the date of becoming a former Member, notwithstanding such Member's withdrawal from the Company or transfer of its Units.

(c) Notwithstanding the foregoing:

(i) the restrictions on disclosure set forth in this Section 3.9 shall not apply to any Confidential Information to the extent that such information can be shown to have been: (A) generally available to the public other than as a result of a breach of the provisions of this Agreement; (B) already in the possession of the receiving Person, without any restriction on disclosure, prior to any disclosure of such information to the receiving Person by or on behalf of the Company or any Member pursuant to the terms of this Agreement or otherwise, as evidenced by written records; (C) lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is not known by the receiving party to be subject to confidentiality restrictions; (D) independently developed by the receiving Person without use of any Confidential Information, as evidenced by written records; or (E) required by law or government regulation to be disclosed, provided that, the Member shall notify the Company of any such disclosure requirement as soon as practicable and reasonably cooperate with the Company (at the Company's cost) if the Company seeks a protective order or other remedy in respect of any such disclosure; and furnish only that portion of the Confidential Information which the Member is legally required to disclose; and

(ii) nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that

are protected under whistleblower provisions of federal law or regulation. No Person subject to the restrictions set forth in this Section 3.9 shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

ARTICLE 4. CAPITAL STRUCTURE

Section 4.1 Units.

The Members' share of the profits and losses of the Company and their right to receive distributions of the Company's assets, as well as certain other rights of the Members in the Company (which rights, collectively shall be the equivalent of each such Member's "limited liability company interest" in respect of the Company under the Massachusetts Act), shall be represented by "Units" (each, a "Unit" and, collectively, the "Units"). The Units shall be divided into two categories of Units, designated "Common Units" and "Series A Investor Units," which categories of Units each shall have the respective powers, privileges, preferences and rights, and the qualifications, limitations or restrictions thereon, as set forth in this Agreement. Each of the Common Units and the Series A Investor Units shall be referred to herein as a "class" of Units.

Section 4.2 Authorized Capital.

The total number of Units that the Company shall have the authority to issue is 1,000,000, of which:

- (a) 680,000 Units are hereby designated as Common Units; and
- (b) 320,000 Units are hereby designated as Series A Investor Units, all of which Series A Investor Units may be issued on or after the Effective Date to the Members in amounts specified on Schedule A, in consideration of the Capital Contributions set forth on Schedule A and pursuant to and in accordance with the terms and conditions of one or more Investor Unit Subscription Agreements, dated on or after the Effective Date, by and among the Company and the Members party thereto (each, an "Series A Investor Unit Subscription Agreement"), *provided that*, the Company shall not issue or sell any Series A Investor Units after December 31, 2018.
- (c) If the Company at any time after the Effective Date and prior to December 31, 2018 issues additional Series A Investor Units (other than any Price Adjustment Units) in exchange for a per-Unit Capital Contribution less than the per-Unit Capital Contribution last made in respect of any issuance by the Company of Series A Investor Units, then the Company shall concurrently with such issuance issue to each Member holding Series A Investor Units that number of additional Series A Investor Units (such additional Series A Investor Units at the time of their issuance, the "Price Adjustment Units") which is required in order for such Member's aggregate Capital Contribution, on a per-Unit basis taking into account (1) all previously issued Series A Investor Units together with (2) all such Price Adjustment Units, to equal the per-Unit Capital

Contribution received by the Company for such issue of the additional Series A Investor Units. The total number of Units and Series A Investor Units authorized for issuance by the Company pursuant to Section 4.2 shall each increase automatically, without further action on the part of the Managers or Members, to the extent required to accommodate the issuance pursuant to this Section 4.2(c) of any Price Adjustment Units which otherwise would not be authorized hereunder. In addition, if the Company issues and sells any Series A Investor Units after the date of this Agreement subject to any terms or conditions that are more favorable to the terms and conditions applicable to the Series A Investor Units purchased by Members as of the date of this Agreement (other than price per Unit), the terms and conditions applicable to such Members' Units shall automatically be modified and amended to reflect such more favorable terms (taking into account any required ownership thresholds and other contingencies which may need to be met).

(d) Subject to the terms and conditions of this Agreement, the Board of Managers may authorize the Company to create and, for such consideration as the Board of Managers may deem appropriate, issue such Units or additional classes or series of Units, having such designations, preferences and relative, participating or other special rights, powers and duties, as the Board of Managers shall determine, including, without limitation: (i) the right of any such class or series of Units to share in distributions from the Company; (ii) the allocation to any such class or series of Units of items of Company income, gains, losses and deductions; (iii) the rights of any such class or series of Units upon dissolution or liquidation of the Company; and (iv) the right of any such class or series of Units to vote on matters relating to the Company and this Agreement. The Members understand and agree that rights afforded to any additional classes or series of Units (including, without limitation, rights to distributions from the Company) may result in a reduction and/or dilution in the rights of then outstanding Units. The Board of Managers may, subject to Article 8 and Section 15.3 of this Agreement, amend any provision of this Agreement, and authorize any Person to execute, swear to, acknowledge, deliver, file and record, if required, such documents, to the extent necessary or desirable to reflect the admission of any additional Member to the Company or the authorization and issuance of such class or series of Units, and the related rights and preferences thereof.

Section 4.3 Incentive Units.

(a) If the Board of Managers intends that the grant of Common Units to a Person providing services to the Company qualify as a "profits interest" for tax purposes (each such Common Unit, an "Incentive Unit"), the Company and each Member agree to treat such Incentive Units as a separate "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 or any future Internal Revenue Service guidance or other authority that supplements or supersedes the foregoing Revenue Procedure, and it is the intention of the Members that distributions to each Incentive Unit under this Agreement, including pursuant to Article 7 and Article 12, shall be limited to the extent necessary so that the Incentive Units of such Member qualify as a "profits interest" under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly.

(b) Upon the grant of Incentive Units to a Member in connection with the performance of services by such Member, the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as provided in the definition of Gross Asset Value, and the Company's Profit and Company's Loss arising from such adjustment shall

be allocated to the existing Members in accordance with the Allocation Exhibit. The foregoing is intended to reflect the intent of the parties hereto that such grant (aside from the portion of the new interest acquired in exchange for any Capital Contribution made by such Member) shall be treated as the issuance of a profits interest for United States federal income tax purposes.

(c) In connection with the issuance of any Incentive Unit, the Board of Managers shall set a threshold dollar amount with respect to such Incentive Unit (each, “Threshold Amount”). The Threshold Amount with respect to each Incentive Unit will be determined by the Board of Managers and will be an amount equal to the value of each Common Unit that is not an Incentive Unit as of the grant of such Incentive Unit, determined based upon the amount of distributions that the holders of such a Common Unit would be entitled to receive in a hypothetical liquidation of the Company on the date of issuance of such Incentive Unit in which the Company sold its assets for their Fair Market Value, satisfied its liabilities (excluding any nonrecourse liabilities to the extent the balance of such liabilities exceeds the Fair Market Value of the assets that secure them) and distributed the net proceeds to the holders of Units in liquidation of the Company. The determination of the Board of Managers of the Threshold Amount shall be final, conclusive and binding on all Members.

(d) In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Member holding Incentive Units as the owner of such Incentive Units from the date they are granted, and shall file its Internal Revenue Service Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member his or her distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Units as if they were fully vested. Each Member agrees to take into account such distributive share in computing his or her United States federal income tax liability for the entire period during which he or she holds any Incentive Units. The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Incentive Units issued to a Member, either at the time of grant of the Incentive Units or at the time the Incentive Units become substantially vested. The undertakings contained in this paragraph shall be construed in accordance with Section 4 of Rev. Proc. 2001-43.

(e) The Board of Managers shall have the right to amend this Agreement without the approval of any Member upon publication of final regulations in the Federal Register (or other official pronouncement) to (i) direct and authorize the election of a “safe harbor” under Proposed Treasury Regulation Section 1.83-3(l) (or any similar provision) under which the fair market value of a membership interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that interest, (ii) to provide for an agreement by the Company and all of its Members to comply with all the requirements set forth in such regulations and Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all interests transferred in connection with the performance of services while the election remains effective, and (iii) to provide for any other related amendments; provided, in any case that (x) such amendment shall not change the relative economic interest of the Members, reduce any Member’s share of distributions, or increase any Member’s liability hereunder and (y) the Company shall provide a copy of such amendment to the Members at least ten (10) days prior to the effective date of any such amendment.

(f) Without limitation of any other provision herein, no transfer of any Incentive Units in the Company by a Member, to the extent permitted by this Agreement, shall be effective unless prior to such transfer, the transferee, assignee or intended recipient of such Incentive Units shall have agreed in writing to be bound by the provisions of this Agreement relating to Incentive Units, in form satisfactory to the Board of Managers.

(g) The foregoing provisions relating to the grant of Incentive Units, together with any grant document pursuant to which Incentive Units are issued to a Member in such Person's capacity as an employee or service provider of the Company, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Incentive Units pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided that the foregoing shall not restrict or limit the Company's ability to issue any Incentive Units pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

(h) Incentive Units may be issued subject to vesting, forfeiture and repurchase pursuant to separate agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) in the sole discretion of the Board of Managers. Any Person holding a Unit subject to a vesting arrangement, including, without limitation, any Incentive Unit, shall make a timely Code Section 83(b) election in accordance with Treasury Regulation 1.83-2 with respect to each such Unit (to the extent applicable).

(i) Distributions pursuant to Article 7 shall be made with respect to all Incentive Units, whether vested or unvested. Any distributions pursuant to Section 7.3 (excluding, for the avoidance of doubt, Tax Distributions that are treated as advances on distributions pursuant to Section 7.3) with respect to unvested Incentive Units shall be held by the Company until such Incentive Units vest, at which time any such retained distributions shall be released to the holder of such then vested Incentive Units. Any retained distributions pursuant to the foregoing sentence that are forfeited as a result of the forfeiture without vesting of the applicable Incentive Units shall thereafter be distributed under Section 7.3.

ARTICLE 5. MANAGEMENT OF THE COMPANY

Section 5.1 Managers.

(a) The business of the Company shall be managed by a Board of Managers (the "Board of Managers") who may exercise all the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Board of Managers may from time to time establish. Each member of the Board of Managers shall be a "Manager" for all purposes under the Massachusetts Act. Subject to the terms and conditions of this Agreement, at least a majority of the Board of Managers then in office must vote or consent in favor of an action in order to bind the Company with respect to such action. Subject to Section 5.2(b), each individual Manager shall have any right, power or authority to bind the Company, including to the extent such Manager has been designated as an officer of the Company, such Manager acting in his or her capacity as an officer shall have the authority to bind the Company for limited liability

company actions under such officer's control. A Manager shall be held to the same standards of fiduciary duty with respect to the Company to which a director of a corporation organized under the laws of The Commonwealth of Massachusetts is held with respect to such corporation. Any determination of whether a Manager has breached his or her fiduciary duty to the Company shall be made by reference to whether, under Massachusetts law as it then exists, a director of a Massachusetts corporation would be held to have breached his or her fiduciary duty to such corporation under similar facts. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary (but subject to any particular written agreement between the Company and any Manager), it is expressly understood and agreed that a Manager shall not be required to devote his entire time or attention to the business of the Company.

(b) The Board of Managers shall consist of one or more Managers. As of the Effective Date, the authorized number of Managers shall be three. In the event of a vacancy in the Board of Managers, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board of Managers until the vacancy is filled, provided that in the event of a vacancy in one of the seats appointed pursuant to Section 5.1(c)(i), Section 5.1(c)(ii) or Section 5.1(c)(iii), such seat may only be filled by a Manager designated by the parties entitled pursuant to such Section to designate a Manager to fill such seat.

(c) From and after the date of this Agreement, each Member shall vote, or cause to be voted, all Units and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of filling positions on the Board of Managers, or to execute a written consent in lieu of a meeting of the Members, for purpose of filling positions on the Board of Managers and to elect and continue in office as Managers the following:

(i) for so long as Michael Cohen, together with his Affiliates (if any), holds at least 100,000 Units, one individual designated by Michael Cohen, who shall be Michael Cohen unless otherwise agreed in writing by Michael Cohen and Christopher Weld;

(ii) for so long as Christopher Weld, together with his Affiliates (if any), holds at least 100,000 Units, one individual designated by Christopher Weld, who shall be Christopher Weld unless otherwise agreed in writing by Michael Cohen and Christopher Weld; and

(iii) for so long as there remain outstanding no fewer than 100,000 Series A Investor Units, one individual appointed by holders of a majority of then-outstanding Series A Investor Units and reasonably agreeable to the Company.

(d) In the event that the Member or Members that has or have the right to designate a Manager pursuant to clause Section 5.1(c) requests that the Manager so designated by such Member or Members be removed (with or without cause), by written notice to the other holders of Units, then in such case, such Manager shall be removed and each Member hereby agrees to vote all Units, and all other voting securities of the Company over which such Member has voting control, to effect such removal upon such request. Any Manager may be removed by the affirmative vote or written consent of holders of a majority of the Units then outstanding,

provided that no Manager specified in either Section 5.1(c)(i), Section 5.1(c)(ii) or Section 5.1(c)(iii) may be removed without the consent of the Members who have the right pursuant to such Section to designate such Manager, so long as such Members hold such right. Each Member agrees not to vote any Units, or any voting securities over which such Member has voting control, to remove any Manager other than in accordance with this Section 5.1(d).

(e) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death, disability, resignation or removal. Any Manager may resign by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5.2 Powers and Duties of the Managers.

(a) Subject to the provisions of Section 5.2(b), the Board of Managers shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under Section 5.1 or as otherwise provided by law or this Agreement:

(i) to manage the business and affairs of the Company and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other Persons in any capacity with the Company for such compensation and on such terms as the Board of Managers deems necessary or desirable and to delegate to such Persons such of its duties and responsibilities as the Board of Managers shall determine, and to remove such Persons or revoke their delegated authority on such terms or under such conditions as the Board of Managers shall determine;

(ii) to merge or consolidate the Company or any Subsidiary with or into any other entity or otherwise effect the sale of the Company and its business;

(iii) to acquire or invest in other entities or businesses;

(iv) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;

(v) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company on a secured or unsecured basis and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness or guarantees and any mortgage, lien or security interest securing such indebtedness; and

(vi) subject to the provisions of Section 5.2(b), to issue additional Units or other rights or other interests in the Company and to designate additional classes of interest in the Company as provided herein.

(b) Notwithstanding the foregoing, the Company shall not take the following actions without having first obtained the consent of the Board of Managers, which consent must include the consent of the Managers elected pursuant to Sections 5.1(c)(i) and (ii):

(i) pledge or grant a security interest in any assets of the Company or any Subsidiary, except in the ordinary course of business when all such pledges or grants in the ordinary course of business (excluding pledges or grants provided for in the Operating Plan) do not secure indebtedness of more than \$50,000 in the aggregate;

(ii) issue any Units;

(iii) enter into any agreements, including but not limited to leases, that obligate the Company or any Subsidiary to make aggregate annual payments in excess of \$50,000, unless provided for in the Board-approved operating plan of the Company;

(iv) establish or amend any employee incentive plan or similar equity compensation plan (except as set forth in this Agreement) or grant any equity compensation;

(v) acquire any asset or assets with a value in excess of \$50,000 in a single transaction or a series of related transactions, unless provided for in the Board-approved operating plan of the Company;

(vi) make any loan or advance to any person, including, any employee or manager, except advances and similar expenditures in the ordinary course of business or under the terms of an employee equity compensation plan approved by the Board of Managers;

(vii) incur any aggregate indebtedness in excess of \$50,000 that is not already included in the operating plan of the Company approved by the Board of Managers, other than trade credit incurred in the ordinary course of business;

(viii) change the principal business of the Company, enter new lines of business, or exit the current line of business; or

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company or to the Company of assets greater than \$50,000.

Section 5.3 Reliance by Third Parties.

Any Person dealing with the Company, the Managers or any Member may rely upon a certificate signed by all of the Managers as to: (i) the identity of any Managers or Members; (ii) any factual matters relevant to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company, the Managers or any Member.

Section 5.4 Board Voting Rights; Meetings; Quorum.

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Board of Managers or committee thereof. At any meeting of the Board of Managers, the presence of a majority of the total number of Managers then in office shall constitute a quorum.

(b) Regularly scheduled meetings of the Board of Managers may be held at such time, date and place as a majority of the Managers may from time to time determine. Special meetings of the Board of Managers may be called, orally, in writing or by means of electronic communication, by any Manager, designating the time, date and place thereof.

(c) Notice of the time, date and place of all meetings of the Board of Managers shall be given to each Manager by the appropriate officer of the Company or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his business or home address or email address, as applicable, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting by such Manager, except where a Manager attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purposes of the meeting.

Section 5.5 Actions of the Board of Managers.

(a) Except as provided in this Agreement, or required by law, any vote or approval of a majority of the Managers present at any meeting of the Board of Managers at which a quorum is present shall be the act of the Board of Managers.

(b) Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature or email message) by all of the Managers then in office and filed with the records of the meetings of the Board of Managers. Such consent shall be treated as a vote of the Board of Managers for all purposes.

Section 5.6 Reimbursement of Managers.

The Company shall promptly reimburse in full each Manager who is not an employee of the Company or any Subsidiary for all such Manager's reasonable out-of-pocket expenses incurred in connection with attending any meeting of the Board of Managers or a committee thereof or any Board of Managers or committee thereof of any Subsidiary.

Section 5.7 Transactions with Interested Persons.

Unless entered into in bad faith, no contract or transaction between the Company or any Subsidiary and one of its or their Managers, officers or Members or Affiliates of the foregoing, or between the Company or any Subsidiary and any other Person or Affiliates of such Person in which one or more of its or any Subsidiary's Managers, officers or Members have a financial interest or are directors, managers, partners, members, stockholders, officers or employees, shall be voidable solely for this reason or solely because said Member, Manager or officer was present or participated in the authorization of such contract or transaction if (i) the material facts as to the relationship or interest of said Person and as to the contract or transaction were disclosed or known to the Board of Managers and the contract or transaction was authorized by a majority of the votes held by disinterested members of the Board of Managers (if any) or (ii) the contract or transaction

was entered into on terms and conditions that were fair and reasonable to the Company as of the time it was authorized, approved or ratified. Subject to compliance with the provisions of this Section 5.7, no Member, Manager or officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any other Member, Manager or other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

Section 5.8 Limitation of Liability of Managers.

No Manager shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, by reason of being or acting as Manager of the Company. A Manager shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements by any of the Company's Members, Managers, employees, consultants, advisors or agents, or by any other Person as to matters such Manager reasonably believes are within such other Person's professional or expert competence and who has been selected in good faith and with reasonable care by such Manager, including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company. No Manager shall be personally liable to the Company or its Members for any action undertaken or omitted in good faith reliance upon the provisions of this Agreement unless the acts or omissions of the Manager were not in good faith or involved gross negligence or intentional misconduct. Any Person alleging any act or omission as not taken or omitted in good faith shall have the burden of proving by a preponderance of the evidence the absence of good faith.

Section 5.9 Other Agents.

From time to time, the Board of Managers acting by Manager Approval may appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such agents (including those designated as officers) may be removed by Manager Approval.

ARTICLE 6. CAPITAL CONTRIBUTIONS

Section 6.1 Amount and Payment.

(a) As of the Effective Date, the Members holding Common Units have made Capital Contributions in the aggregate amount of \$16,172.84, in exchange for such Common Units, as set forth on Schedule A attached hereto; and the Members holding Series A Investor Units have made Capital Contributions in the aggregate amount of \$3,550,000 as set forth on Schedule A attached hereto.

(b) With Manager Approval, and pursuant to the terms and subject to the conditions of this Agreement, the Company may accept additional Capital Contributions in connection with the issuance of additional Units, including Series A Investor Units, at a price per Unit to be determined pursuant to Manager Approval at the time of the sale and issuance of Units,

up to the total number of authorized Units, to existing Members and in connection with the admission of other Persons as additional Members, in each case pursuant to Article 8.

(c) Any Capital Contributions that the Members have made in exchange for their Units and the number of Units held by each Member shall be set forth on Schedule A, which Schedule shall be updated by the Board of Managers from time to time to reflect changes in the information set forth therein made in accordance with the terms of this Agreement and such Series A Investor Unit Subscription Agreement(s) as may be agreed by the Board of Managers pursuant to Manager Approval from time to time. Schedule A shall be held confidentially by the Board of Managers, and may not be disclosed to any Member other than a holder of Series A Investor Units or a Major Member and, in each case, its Affiliates, without the prior consent of the Board of Managers.

Section 6.2 Interest.

The Members shall not be entitled to receive any interest on any Capital Contribution to the Company.

Section 6.3 Withdrawal.

Except as otherwise specifically provided herein, a Member shall not be entitled to withdraw any Capital Contribution or portion thereof or to receive any Guaranteed Payment or distribution from the Company.

ARTICLE 7. CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

Section 7.1 Capital Accounts.

For each Member, the Company shall establish and maintain a separate Capital Account as more fully described in Schedule B.

Section 7.2 Allocations.

Allocations of Profit and Loss, and allocations for tax purposes of items of income, gain, loss, deduction and expense and tax credits, shall be made to and among the Members in accordance with Schedule B attached hereto (the “Allocation Exhibit”). Certain other tax matters, including provisions concerning limited liability company interests that change throughout the Fiscal Year and the allocation of tax items, are also governed by the Allocation Exhibit.

Section 7.3 Distributions.

(a) To the extent allowed by applicable law, the Company may make distributions of Distributable Cash to the Members pursuant to the terms and subject to the conditions of this Agreement, at such times and in such amounts as may be determined by Manager Approval and subject to any limitations applicable to Profits Interests, including applicable Threshold Amounts. Any such distributions shall be made in the following order and priority:

(i) First, to each Member holding Series A Investor Units, an amount in respect of each such Series A Investor Unit equal to the product of (A) (1) the Daily Annual Investor Distribution Rate *multiplied by* (2) the number of calendar days since the later of the Effective Date or the date of the most recent distribution under this Section 7.3(a)(i), *multiplied by* (B) the amount of the Capital Contribution made in respect of such Series A Investor Unit, which distributions under this Section 7.3(a)(i) shall be due and payable each year out of Distributable Cash, if any, on or about January 15th of each calendar year following the Effective Date or, in the event there is insufficient Distributable Cash available on such date to make such distributions under this Section 7.3(a)(i), immediately prior to any distribution under Section 7.3(a)(ii), in each case until such time as the total distributions made in respect of such Series A Investor Unit pursuant to this Section 7.3(a)(i) equals the Capital Contribution made in respect of such Series A Investor Unit, *provided that*, the proceeds of any voluntary or involuntary liquidation, dissolution and winding up of the affairs of the Company or Deemed Liquidation Event shall first be distributed to the Members holding outstanding Series A Investor Units, if any, to the extent of and in proportion to, such Members' Unreturned Capital Amount determined with respect to the outstanding Series A Investor Units then held by each such Member (distributions made pursuant to this Section 7.3(a)(i), "Preferred Distributions"); and

(ii) Second, following the payment of any Preferred Distributions then due and payable, but not already made, pursuant to Section 7.3(a)(i), 100% to the Members in proportion to the number of Units held by each.

(b) Notwithstanding the foregoing, the Company shall make, with respect to each Fiscal Year of the Company, distributions of Distributable Cash, if any, to the Members in an amount equal to the respective Projected Tax Liability of each Member for such tax year, to enable the Members to pay income taxes on Profit allocated to them with respect to such tax year (any such distribution, a "Tax Distribution"). The amount of the Tax Distributions to which a Member otherwise would be entitled with respect to a Fiscal Year shall be reduced dollar-for-dollar by the amount of any other cash distributions received by such Member (or such Member's predecessor in interest) for such Fiscal Year (other than any distributions received that are Tax Distributions with respect to a prior Fiscal Year). All Tax Distributions made to a Member shall be treated as advances of distributions to be made to that Member (or that Member's successor in interest) pursuant to Section 7.3 (including pursuant to Section 12.2) of this Agreement, as applicable, and shall reduce such future distributions dollar for dollar. The aggregate amount of Tax Distributions with respect to any Fiscal Year may be reduced, on a pro rata basis, or not made, if and to the extent the Board of Managers determines that the Company has insufficient Distributable Cash to make such Tax Distributions in full.

Section 7.4 Guaranteed Payments

Payments may be paid to Members for services performed for the benefit of the Company by such Members at the time of any regular payment of wages to employees of the Company, in accordance with the Company's payroll methodology, or at such other times as may be determined by Manager Approval in the sole discretion of the Managers, it being understood that the payments made pursuant to this Section 7.4 shall be treated as "guaranteed payments" within the meaning of Section 707(c) of the Code (the "Guaranteed Payments").

Section 7.5 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any allocation, distribution or other payment made to any Member any amount required to be withheld under the Code or any other applicable federal, state, local or foreign law. All amounts so withheld with regard to any distribution or payment shall be treated as amounts distributed or paid to such Member. If no distribution or payment is being made to a Member in an amount sufficient to pay the Company's withholding obligation with respect to such Member, any amount that the Company is obligated to pay shall be deemed an interest-free advance from the Company to such Member, payable by such Member by withholding by the Company from any subsequent distributions or payments to such Member or within ten days after receiving written request for payment from the Company. Each Member agrees to timely complete and deliver to the Managers any form, document or provide such other information reasonably requested by the Company for tax purposes.

ARTICLE 8.

ISSUANCE OF ADDITIONAL UNITS; ADMISSION OF ADDITIONAL MEMBERS

Section 8.1 Additional Issuances; Additional Members.

(a) A Member may purchase or be granted additional Units in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company by Manager Approval.

(b) The Capital Contribution (if any) and other terms with respect to such additional Units or such additional Member shall be determined by Manager Approval.

ARTICLE 9.

WITHDRAWAL AND RESIGNATION OF MEMBERS; PURCHASE RIGHTS AMONG MAJOR MEMBERS

Section 9.1 Withdrawal and Resignation.

No Member may withdraw or resign from the Company except (i) in the case of Major Members, pursuant to a purchase of its and all of its Affiliates' Units in accordance with the terms of this Article 9 or (ii) pursuant to Manager Approval. Any Member who attempts to resign or withdraw from the Company in violation of the foregoing provision shall cease to be a Member of the Company and shall forfeit any right to distributions or payments from the Company, including, without limitation, any right to any payment pursuant to Section 32 of the Massachusetts Act.

Section 9.2 Purchase Right in the Event of a Material Disagreement.

In the event there is a material disagreement between the Managers appointed by the Major Members relating to any matter requiring consent of both such Managers, and such material disagreement is not resolved by the dispute resolution process set forth in Section 9.4, each Major Member shall have the right to elect to purchase all of the Units of the other Major Member in accordance with the buy-out procedure set forth in Section 9.3 below. If each of the Major Members elects to purchase all of the Units of the other Major Member, the Major Members shall

agree on random, unbiased means (which may include a coin toss) of determining who shall be the Electing Member for purposes of Section 9.3.

Section 9.3 Purchase Price and Process.

(a) The purchase price for Units of a Major Member purchased pursuant to Section 9.2 (the “Buyout Purchase Price”) shall be equal to the amount that would be distributed to the selling Major Member if the assets and business of the Company were sold at fair market value and the Company were dissolved immediately prior to sale. Fair market value of the Company’s assets and business shall be determined by mutual agreement of the Members (including pursuant to the engagement of such independent third-party valuation firm as the Major Members may mutually agree upon), with such agreement to take place within thirty days after the date (the “Election Date”) on which a Major Member (the “Non-Electing Major Member”) has received an election to acquire all of its Units from the other Major Member (the “Electing Major Member”) under Section 9.2. If the Major Members are able to agree with respect to fair market value within thirty days after the Election Date, the purchase and sale of the applicable Units shall take place on the date that is sixty days after the Election Date, or the next Business Day if such date is not a Business Day.

(b) In the event that the Major Members cannot agree on the fair market value of the Company’s assets and business within thirty days after the Election Date, the Electing Major Member shall have the right to serve notice to the Non-Electing Major Member (the “Value Notice”) setting forth the Electing Major Member’s determination as to the fair market value of the Company’s assets and business and each Major Member’s respective share thereof, providing a Buyout Purchase Price for each Major Member’s Units. If the Non-Electing Major Member does not receive the Value Notice within thirty days after the Election Date, the Company shall dissolve in accordance with the terms of this Agreement.

(c) If the Non-Electing Major Member receives the Value Notice within thirty days after the Election Date, the Non-Electing Major Member shall have the right either (i) to sell all of its Units at the Buyout Purchase Price for such Units contained in the Value Notice or (ii) to purchase all of the Electing Major Member’s Units for the applicable Buyout Purchase Price for such Units contained in the Value Notice. To exercise this purchase right, the Non-Electing Major Member must send a written notice to the Electing Major Member within fifteen days after the Non-Electing Major Member’s receipt of the Value Notice. If the Non-Electing Major Member exercises its purchase right within the required time period, the purchase and sale of the applicable Units shall take place on the date that is forty-five days after the Non-Electing Major Member’s receipt of the Value Notice, or the next Business Day if such date is not a Business Day. If the Non-Electing Major Member does not exercise its purchase right within the required time period, the Electing Major Member shall purchase all of the Units of the Non-Electing Major Member on the date that is thirty days after the Non-Electing Major Member’s receipt of the Value Notice, or the next Business Day if such date is not a Business Day.

(d) Any purchase of Units pursuant to this Article 9 shall be evidenced by such assignments, instruments of conveyance, bills of sale or other transfer documents as either of the Major Members may reasonably request. The aggregate Buyout Purchase Price shall be paid on the date specified for such purchase in this Article 9 by delivery of a promissory note in the amount

of such aggregate Buyout Purchase Price. The promissory note shall be secured by a security interest in all Units held by the purchasing Major Member, with such security interest to be granted pursuant to documents reasonably satisfactory to the selling Major Member. The principal amount of such promissory note shall bear interest, payable annually, at the lowest rate per annum then required by the Code in order to avoid the imputation of interest, and shall be payable in not more than three equal annual installments. Each note shall provide as follows: that the maker shall have the right to prepay the principal or any portion thereof at any time or times without premium or penalty; that upon default for thirty days in any payment of principal or interest, or in the event of bankruptcy or insolvency of the maker, or if the maker shall make any assignment for the benefit of creditors, the entire balance of principal and interest then remaining unpaid on the note shall become due and payable forthwith at the option of the holder of the note; and that presentment, protest and notice of protest shall be waived.

(e) Notwithstanding any other provision of this Article 9, any purchaser of Units under this Article 9 shall, as a condition to such purchase, (i) assume all of the liabilities, obligations and/or guarantees of the selling Major Member which relate to the business of the Company, (ii) indemnify the selling Major Member for the liabilities, obligations and guarantees so assumed and (iii) obtain the release of all guarantees, letters of credit and documents granting security interests in the Units which the selling Major Member shall have provided in connection with the Company or its business. Such assumption, indemnification and release shall be evidenced by instruments and other documents reasonably satisfactory, in form and substance, to the selling Major Member.

(f) Upon the effectiveness of a purchase pursuant to this Article 9, (i) the selling Major Member shall be deemed to have withdrawn and resigned from the Company and shall cease to be a Member of the Company, (ii) the selling Major Member's Capital Account shall be re-allocated to the purchasing Major Member, (iii) any Managers appointed solely by the selling Major Member shall be deemed to have resigned as Managers as of such date and (iv) the purchasing Major Member shall be deemed substituted for the selling Major Member for the purposes of the appointment of Managers pursuant to Section 5.1(c)(i) or Section 5.1(c)(ii), as applicable.

(g) If the purchase of Units under this Article 9 is not completed by reason of the failure of either Major Member to comply with the terms of this Article 9, then (i) the complying Major Member shall be entitled to specific performance of the purchase and (ii) if the selling Major Member is the non-complying Major Member, upon compliance by the purchasing Major Member with the terms of this Article 9, including the payment of the aggregate Buyout Purchase Price in accordance with Section 9.3, the purchasing Major Member shall be entitled to treat itself for all purposes as, and thereafter shall be, the owner of the Units which were to be purchased under this Article 9.

Section 9.4 Dispute Resolution between Major Members.

The Major Members will attempt in good faith to resolve any controversy or claim between them and arising out of or relating to this Agreement promptly by negotiations between such Major Members. Should the dispute not be resolved through the aforementioned process, the Major Members agree first to try in good faith to settle the dispute (other than disputes with respect to

the fair market value of the Company's assets and business under Article 9) by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the matter has not been resolved within thirty days of submission to non-binding mediation, either Major Member may initiate buy/sell procedures to the extent permitted by Section 9.2 above.

ARTICLE 10. DURATION OF THE COMPANY

Section 10.1 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

(a) Written Manager Approval and written approval of Members holding a majority of then-outstanding Common Units and a majority of the then-outstanding Series A Investor Units with respect to such dissolution and winding up.

(b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.

(c) The entry of a decree of judicial dissolution under Section 44 of the Massachusetts Act.

ARTICLE 11. RESTRICTIONS ON TRANSFER; RIGHT OF FIRST REFUSAL; RIGHT OF CO-SALE; DRAG-ALONG RIGHTS; AND PRE-EMPTIVE RIGHTS

Section 11.1 Prohibited Transfers.

(a) Except as otherwise specifically provided herein, no Member shall, directly or indirectly, sell, exchange, transfer (by gift or otherwise), assign, distribute, pledge, create a security interest, lien or trust with respect to, or otherwise dispose of or encumber any Units owned by such Member or any interest in or option on or based on the value of the Units (any of the foregoing being referred to as a "Transfer") without first complying with the terms of this ARTICLE XI. Any purported Transfer of Units in violation of the provisions of this ARTICLE XI shall be void and of no force and effect whatsoever, and the Company shall not record any such event on its books or treat any such transferee as the owner of such Units for any purpose. Any Transfer permitted by this Agreement shall be termed a "Permitted Transfer" and the transferee of any Permitted Transfer shall be termed a "Permitted Transferee."

(b) Notwithstanding anything herein to the contrary, the following Transfers shall be limited only by Section 11.2: (i) a Transfer by any Member to the spouse, children or siblings (and siblings' children) of such Member (or to the beneficial owners of such Member, if such Member is not a natural person) or to a trust, family limited partnership, family limited liability company or similar family entity for the benefit of any of them; (ii) a Transfer upon the death of any Member, to such Member's heirs, executors or administrators or to a trust under such

Member's will, or between such Member and such Member's guardian or conservator; (iii) with respect to any Member that is not a natural person, a Transfer to another Person that is a general or limited partner, retired partner, member, retired member, stockholder or Affiliate of such Member; or (iv) a Transfer by a Member exercising such Member's rights under Section 11.4.

Section 11.2 Effective Date and Requirements of Transfer.

(a) Any valid Transfer of a Member's Units, or part thereof, pursuant to the provisions of this Agreement, shall be effective as of the close of business on the day in which such Transfer occurs (including fulfillment of all conditions and requirements with respect thereto). The Company shall, from the effective date of such Transfer, thereafter make all further distributions, on account of the Units (or part thereof) so assigned to the Permitted Transferee of such interest, or part thereof.

(b) Every Transfer permitted hereunder shall be subject to the following requirements (in addition to any other requirements contained in this Agreement):

(i) If not already a Member, the transferee shall execute a counterpart to this Agreement thereby agreeing to be bound by all the terms and conditions of this Agreement;

(ii) The transferee shall establish that the proposed Transfer will not cause or result in any violation of law, including without limitation, federal or state securities laws, and that the proposed Transfer would not cause or require (A) the Company to be an investment company as defined in the Investment Company Act of 1940, as amended or (B) the registration of the Company's securities under federal securities laws;

(iii) The transferee shall establish to the satisfaction of the Board of Managers that the proposed Transfer would not adversely affect the classification of the Company as a partnership for U.S. federal or any applicable state or local income tax purposes or cause the Company to be treated as a publicly traded partnership under the Code, unless agreed to in writing by Manager Approval;

(iv) The transferee shall not be any entity which, in the determination of the Board of Managers, is a competitor of the Company; and

(v) The transferee shall not be any customer, distributor or supplier of the Company, if the Board of Managers should reasonably determine that such Transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

(c) Any Transfer that the Board of Managers reasonably determines may have a consequence described in Section 11.2(b) shall not be permitted.

(d) Provided that the Board of Managers has reasonably determined that the proposed Transfer will not have a consequence described in Section 11.2(b), any Permitted Transferee who is not admitted as a Member shall be treated as an Assignee hereunder. Permitted Transferees of Units who are not admitted as Members ("Assignees") shall be entitled to distributions and allocations made with respect to the Units Transferred, and an appropriate portion

of the Capital Account of the transferor, but shall have no other rights under this Agreement except as specifically set forth herein.

Section 11.3 Right of First Refusal.

(a) If a Member (a “Transferring Member”) proposes to Transfer any Units of the Company other than pursuant to a Transfer permitted under Section 11.1(b), the Transferring Member shall promptly give written notice (the “Transfer Notice”) of such proposed Transfer to the Company and to the Major Investors other than such Transferring Member (such Major Investors, the “Designated Members”). The Transfer Notice shall describe in reasonable detail the proposed Transfer, including, without limitation, the number and class of Units to be Transferred (the “Transfer Units”), the nature of such Transfer, the cash consideration to be paid per Transfer Unit (which shall be the sole form of consideration) (the “Transfer Purchase Price Per Unit”), the name and address of each prospective purchaser or transferee (each, a “Proposed Transferee”), and the number of Transfer Units to be Transferred to each Proposed Transferee. The Transferring Member shall enclose with the Transfer Notice a copy of a written offer, letter of intent or other written document signed by the Proposed Transferee(s) setting forth the proposed terms and conditions of the Transfer.

(b) For a period of fifteen (15) days following the date (the “Transfer Notice Date”) on which the Transfer Notice is given by the Transferring Member to the Company and each Designated Member (the “Company Acceptance Period”), the Company shall have the right to purchase all or any portion of the Transfer Units on the same terms and conditions as set forth in the Transfer Notice. If the Company desires to exercise its right to purchase all or any portion of the Transfer Units, it shall give written notice (the “Company Purchase Notice”) to the Transferring Member, no later than the expiration of the Company Acceptance Period.

(c) If the Company does not intend to exercise its right to purchase all of the Transfer Units that are offered by a Transferring Member, the Company must deliver a notice (the “Company Notice”) to the Transferring Member and to each Designated Member, informing them of its decision not to purchase all of the Transfer Units that are offered by such Transferring Member, no later than the expiration of the Company Acceptance Period. For a period of fifteen (15) days following the date (the “Company Notice Date”) on which the Company Notice is given by the Company to each Designated Member (the “Member Acceptance Period”), each Designated Member shall have the right to purchase its pro rata share of the Transfer Units not purchased by the Company (the “Remaining Transfer Units”) on the same terms and conditions as set forth in the Transfer Notice. If a Designated Member desires to exercise its right to purchase all or any portion of its pro rata share of the Remaining Transfer Units, it shall give written notice (the “Member Purchase Notice”) to the Transferring Member, with a copy to the Company, no later than the expiration of the Member Acceptance Period. Each Designated Member’s pro rata share of the Remaining Transfer Units shall be equal to a fraction, the *numerator* of which is the number of Units owned by such Designated Member on the Transfer Notice Date and the *denominator* of which is the total number of outstanding Units owned by all of the Designated Members on the Transfer Notice Date.

(d) Each Designated Member may, in such Designated Member’s Purchase Notice, offer to purchase more than such Designated Member’s pro rata share of the Remaining

Transfer Units (any such Designated Member, an “Oversubscribing Member”) at the Transfer Purchase Price Per Unit. If less than all of the Designated Members elect to purchase their pro rata share of the Remaining Transfer Units (the “Unsubscribed Units”), the right to purchase the Unsubscribed Units shall be allocated pro rata among the Oversubscribing Members (based on the number of outstanding Units owned by each Oversubscribing Member) up to the number of Remaining Transfer Units specified in such Oversubscribing Member’s Purchase Notice or on such other basis as such Oversubscribing Members may agree.

(e) If the Company and the Designated Members elect to purchase all or any portion of the Transfer Units, the Transferring Member shall, promptly following the expiration of the Member Acceptance Period, give written notice (the “Closing Notice”) to the Company and each Designated Member that has elected to purchase Transfer Units (such Designated Members, the “ROFR Purchasers”). The Closing Notice shall set forth (i) a date of closing, which date shall not be earlier than five (5) days and not later than fifteen (15) days following the date on which the Closing Notice is given, (ii) the number of Transfer Units to be purchased by the Company and each ROFR Purchaser, and (iii) the total purchase price payable by the Company and each ROFR Purchaser (which, with respect to a Person, shall be equal to product of the number of Transfer Units that such Person has elected to purchase (including any Unsubscribed Units) and the Transfer Purchase Price Per Unit). At the closing, the Company and each ROFR Purchaser shall purchase the Transfer Units (including any Unsubscribed Units) that the Company or such ROFR Purchaser has elected to purchase by wire transfer of immediately available funds to an account designated by the Transferring Member against delivery of satisfactory evidence from the Company and the Transferring Member of the Transfer of the Transfer Units to the Company or such ROFR Purchaser in accordance with the provisions of this Agreement; provided, however, neither the Company nor any ROFR Purchaser shall have any liability to purchase or pay for more than the number of Transfer Units it has elected to purchase pursuant to these provisions. The Company and the ROFR Purchasers may request waivers of any liens on, and evidence of good title to, the Transfer Units.

(f) The rights of first refusal of any Member under this Section 11.3 may be assigned by a Member to an assignee that (i) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member of a Member that is a corporation, partnership or limited liability company, (ii) is a Member’s family member or trust for the benefit of an individual Member, or (iii) is an Affiliate of such Member.

Section 11.4 Right of Co-Sale.

(a) If the Company and the Designated Members do not purchase all of the Transfer Units pursuant to Section 11.3, the Transferring Member, within five (5) days after the expiration of the Member Acceptance Period, shall deliver to each Designated Member, with a copy to the Company, a written notice (the “Co-Sale Notice”) that each such Designated Member shall have the right (the “Co-Sale Right”), in accordance with the terms and conditions set forth in this Agreement, to participate with the Transferring Member in the Transfer of the Transfer Units not purchased by the Company and the Designated Members pursuant to the provisions of Section 11.3 hereof (the “Available Units”) for an amount of consideration in respect of each such Designated Member’s Units equal to the Transfer Purchase Price Per Unit (the “Co-Sale Purchase Price”) on the terms and conditions set forth in the Transfer Notice described above and in

accordance with this Section 11.4. The Co-Sale Notice shall set forth the date of closing of the proposed sale of the Available Units by the Transferring Member to the Proposed Transferee, which date shall not be earlier than ten (10) days and not later than fifteen (15) days following the date on which the Co-Sale Notice is given. To the extent one or more of the Designated Members exercise their Co-Sale Right, the number of Available Units that the Transferring Member may sell to the Proposed Transferee shall be correspondingly reduced.

(b) If a Designated Member desires to exercise its Co-Sale Right, such Designated Member shall give written notice (the “Inclusion Notice”) to the Transferring Member, with a copy to the Company, within five (5) days after the Co-Sale Notice is given (the “Co-Sale Election Period”). The Inclusion Notice shall indicate the number of Units such Designated Member wishes to sell under its Co-Sale Right up to the number of Available Units. The maximum number of Units that each Designated Member may sell under its Co-Sale Right shall be equal to the product obtained by multiplying (i) the aggregate number of Available Units covered by the Co-Sale Notice by (ii) a fraction, the numerator of which is the number of outstanding Units owned by such Designated Member on the Transfer Notice Date and the denominator of which is the total number of outstanding Units owned by the Transferring Member and all Designated Members on the Transfer Notice Date (such Units with respect to each Designated Member, the “Co-Sale Right Units”). Any Designated Member that is covered by an Inclusion Notice delivered by a Designated Member to the Transferring Member, with a copy to the Company, within the Co-Sale Election Period is referred to hereinafter as a “Co-Sale Participant.”

(c) At the closing of the sale of Available Units by the Transferring Member to the Proposed Transferee, each Co-Sale Participant shall deliver to the Proposed Transferee satisfactory evidence from the Company and such Co-Sale Participant in accordance with the provisions of this Agreement of the number of Co-Sale Right Units which such Co-Sale Participant has elected to sell. Upon receipt of such evidence, and concurrently with the purchase of Available Units from the Transferring Member, the Proposed Transferee shall remit to each Co-Sale Participant, by wire transfer of immediately available funds (or other means acceptable to such Co-Sale Participant), the Co-Sale Purchase Price with respect to the Co-Sale Right Units. Each Member shall be entitled to the same form of consideration, payment terms and security in connection with any transaction effected in accordance with this Section 11.4. To the extent that any Proposed Transferee refuses to purchase Co-Sale Right Units from a Co-Sale Participant, the Transferring Member shall not sell to such Proposed Transferee any Available Units unless and until, simultaneously with such sale, such Transferring Member purchases the Co-Sale Right Units from the Co-Sale Participant in accordance with this Section 11.4.

(d) In the event that no Designated Member exercises its Co-Sale Right, then the Transferring Member may Transfer all of the Available Units to the Proposed Transferee on the terms and conditions set forth in the Transfer Notice. Any proposed Transfer that is not completed within forty-five (45) days of the expiration of the Member Acceptance Period or that would be on terms and conditions more favorable to the Proposed Transferee than those described in the Transfer Notice shall again be subject to the rights of first refusal and co-sale described herein and shall again require compliance by a Transferring Member with the procedures described herein in connection therewith.

(e) Neither the Transfer of Available Units by the Transferring Member nor the Transfer of Co-Sale Right Units by a Designated Member shall be effective unless, contemporaneously with such Transfer, the Proposed Transferee executes a counterpart to this Agreement, thereby agreeing to be bound all the terms and conditions of this Agreement.

(f) The covenants set forth in Section 11.3 and this Section 11.4 shall terminate and be of no further force or effect upon a Sale of the Company.

Section 11.5 Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Units not made in strict compliance with this Agreement).

(b) Violation of First Refusal Right. If any Transferring Member becomes obligated to sell any Transfer Units to the Company or any Designated Member under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement, the Company and/or such Designated Member may, at its option, in addition to all other remedies it may have, send to such Transferring Member the purchase price for such Transfer Units as is herein specified and transfer to the name of the Company or such Designated Member (or request that the Company effect such transfer in the name of the Designated Member) on the Company's books the Transfer Units to be sold.

(c) Violation of Co-Sale Right. If any Transferring Member purports to sell any Transfer Units in contravention of the Co-Sale Right (a "Prohibited Transfer"), each Designated Member who desires to exercise its Co-Sale Right under Section 11.4 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Transferring Member to purchase from such Designated Member the type and number of Units that such Designated Member would have been entitled to sell to the Proposed Transferee under Section 11.4 had the Prohibited Transfer been effected pursuant to and in compliance with the terms of Section 11.4. The sale will be made on the same terms and subject to the same conditions as would have applied had the Transferring Member not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Designated Member learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 11.4. Such Transferring Member shall also reimburse each Designated Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Designated Member's rights under Section 11.4.

Section 11.6 Drag-Along Right.

(a) Drag-Along Right.

(i) Definitions. A “Sale of the Company” shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from the Members Units representing more than fifty percent (50%) of the total outstanding voting power of all outstanding Units of the Company (a “Unit Sale” and the Members proposing any Unit Sale, collectively, the “Selling Members”); or (b) a transaction that qualifies as a Deemed Liquidation Event.

(ii) Actions to be Taken. In the event that (A) the Major Members, (B) the Board of Managers, and (C) the Investor Majority each approve a Sale of the Company in writing, specifying that this Section 11.6(a) shall apply to such transaction (such Sale of the Company, an “Approved Sale”), then each Member hereby agrees:

(A) if such Approved Sale and/or any related transaction requires Member approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all such Units in favor of the approval of, and adopt, such Approved Sale and such related transaction(s) (together with any related amendment to this Agreement required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(B) if such Approved Sale is a Unit Sale, to sell the same proportion of Units beneficially held by such Member as is being sold by the Selling Members to the Person to whom the Selling Members propose to sell their Units in such Approved Sale, and, except as permitted in clause (vi) below, on the same terms and conditions as the Selling Members;

(C) to execute and deliver all related documentation and take such other action in support of such Approved Sale as shall reasonably be requested by the Company or the Selling Members in order to carry out the terms and provision of this Section 11.6(a), including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, and any similar or related documents (other than any non-competition agreement or covenant that would bind the Member or its Affiliates after consummation of the Approved Sale);

(D) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquirer in connection with such Approved Sale;

(E) to refrain from exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to such Approved Sale; and

(F) if the consideration to be paid in exchange for the Units pursuant to such Approved Sale under this Section 11.6(a) includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

(iii) In the event of an Approved Sale, the Company shall give written notice to each Member (the “Approved Sale Notice”). The Approved Sale Notice shall set forth (A) the name and address of the proposed acquirer in the Approved Sale (the “Proposed Acquirer”), (B) the terms and conditions of the Approved Sale, including the price and consideration to be paid by the Proposed Acquirer and the terms and conditions of payment, (C) any other material facts relating to the Approved Sale, and (D) the anticipated date and location of the closing of the Approved Sale. Unless prohibited by contract, the Company shall enclose with the Approved Sale Notice a copy of any term sheet, letter of intent, agreement or other written document with respect to the terms and conditions of the Approved Sale. Subject to the conditions and limitations set forth in this Agreement, each Member will take all actions deemed necessary or appropriate by the Board of Managers and the Selling Members in connection with the Approved Sale.

(iv) Exceptions. Notwithstanding the foregoing, a Member will not be required to comply with Section 11.6(a)(ii) above in connection with any Approved Sale unless:

(A) any representations, warranties, covenants, indemnities and agreements made by such Member shall be made by such Member severally, and not jointly, and such representations and warranties shall be limited to those related to authority, ownership and the ability to convey title to each such Member’s Units, including but not limited to representations and warranties that (A) such Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all liens and encumbrances, (B) the obligations of such Member in connection with the Approved Sale have been duly authorized, if applicable, (C) the documents to be entered into by such Member have been duly executed by such Member and delivered to the Proposed Acquirer and are enforceable against such Member in accordance with their respective terms and (D) neither the execution and delivery of documents to be entered into by such Member in connection with the Approved Sale, nor the performance of such Member’s obligations thereunder, will cause a breach or violation by such Member of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(B) such Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Approved Sale, other than for the inaccuracy of any representation or warranty made by the Company in connection with the Approved Sale (and except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well

as breach by any Member of any of identical representations, warranties and covenants provided by all Members);

(C) the liability for indemnification, if any, of such Member in the Approved Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Approved Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members), and is pro rata in proportion to the amount of consideration paid to such Member in connection with such Approved Sale;

(D) liability shall be limited to such Member's pro rata share (determined based on the respective proceeds payable to each Member in connection with such Approved Sale in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration actually paid and/or payable to such Member in connection with such Approved Sale, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member;

(E) upon the consummation of the Approved Sale: (A) except as provided in Section 11.6(a)(ii)(F), each holder of each class or series of Units will receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units;

(F) except as provided in Section 11.6(a)(ii)(F), the aggregate consideration receivable by all holders of the Series A Preferred Units, Series Seed Preferred Units, Common Units and Incentive Units shall be allocated among such holders of each respective series of Units in accordance with Section 7.3(a) above; and

(G) as part of the Approved Sale, there is no requirement to enter into a non-competition agreement or covenant binding any Investor or its Affiliates following the consummation of the Approved Sale.

(v) Irrevocable Proxy and Power of Attorney. As security for the performance of the obligations of each Member under this Section 11.6 in connection with an Approved Sale, after the requisite approval of such Approved Sale has been obtained pursuant to Section 11.6 above, each Member hereby grants to the Company, with full power of substitution and resubstitution, an irrevocable proxy to vote all Units then held by such Member at all meetings of the Members held or taken after the date of this Agreement with respect to an Approved Sale or to execute any written consent in lieu thereof, and hereby irrevocably appoints the Company, with full power of substitution and resubstitution, as such Member's attorney-in-fact with authority to sign any documents with respect to any such vote or any actions by written consent of the Members taken after the date of this Agreement with respect to such Approved Sale consistent with the provisions of this Section 11.6. This proxy shall be deemed to be coupled with an interest and shall be irrevocable. This proxy shall terminate upon the consummation of, or termination of, negotiations with respect to, the applicable Approve Sale.

Section 11.7 Preemptive Rights.

(a) Subject to the terms and conditions of this Section 11.7, the Company hereby grants to each Major Investor who is then an “accredited investor” within the meaning of Regulation D promulgated under the Securities Act (any such Member, a “Qualified Member”) a right to purchase for cash a portion of the New Securities that the Company may, from time to time, propose to sell and issue after the date hereof. If the Company proposes to issue any New Securities, it shall first have received a bona fide, arms’ length written offer to purchase such New Securities from one or more Persons (each, a “Prospective Purchaser”). The Company shall offer to sell to each Qualified Member its pro rata share of the New Securities in accordance with the procedure set forth below.

(b) The Company shall give each Qualified Member a written notice (the “Offer Notice”), which shall describe (i) the number of New Securities for which the Company has received a bona fide, arms’ length written offer and the name(s) of the Prospective Purchaser(s) and (ii) the price and a summary of the terms and conditions upon which the Prospective Purchaser(s) have offered to purchase such New Securities. The Offer Notice shall be accompanied by a copy of the written offer, letter of intent or other written document signed by the Prospective Purchaser(s) setting forth the proposed terms and conditions of the sale. The date on which the Company gives the Offer Notice is hereinafter referred to as the “Notice Date.”

(c) For a period of twenty (20) days following the Notice Date (the “Offer Acceptance Period”), each Qualified Member shall have the right to purchase (the “Purchase Right”), at the price and on the terms and conditions stated in the Offer Notice, up to such Qualified Member’s pro rata share of the New Securities. Any Qualified Member that desires to exercise its Purchase Right shall give written notice (the “Offer Acceptance Notice”) to the Company within the Offer Acceptance Period. The Offer Acceptance Notice shall state that such Qualified Member desires to exercise its Purchase Right and the number of New Securities that such Qualified Member elects to purchase upon exercise of such Purchase Right up to such Qualified Member’s full pro rata share. Failure by a Qualified Member to give the Offer Acceptance Notice within the Offer Acceptance Period shall be deemed, without any further action by the Company or the Qualified Member, the irrevocable waiver of such Qualified Member’s Purchase Right with respect to the New Securities set forth in the Offer Notice and any other securities issuable, directly or indirectly, upon conversion, exercise or exchange of such New Securities. For purposes of this Section 11.7, a Qualified Member’s pro rata share of the New Securities shall equal to the number of New Securities multiplied by the quotient of (x) the number of outstanding Units then held by such Qualified Member plus divided by (y) the total number of Units then outstanding.

(d) Each Qualified Member may, in such Qualified Member’s Offer Acceptance Notice, offer to purchase more than its pro rata share of the New Securities. If less than all of the Qualified Members elect to purchase their pro rata share of the New Securities (the “Unsubscribed New Securities”), the Unsubscribed New Securities shall be allocated pro rata (based on the number of outstanding Units owned by each Qualified Member that offers to oversubscribe) among the Qualified Members that offer to oversubscribe up to the number of New Securities specified in such Qualified Member’s Acceptance Notice or on such other basis as such Qualified Members may agree.

(e) Following the expiration of the Offer Acceptance Period, the Company shall be entitled, during the period of sixty (60) days following the expiration of the Offer Acceptance Period (the “Unrestricted Period”), to sell to the Prospective Purchaser(s) up to the full amount of the New Securities set forth in the Offer Notice on the terms set forth in the Offer Notice, less the number of New Securities, if any, which the Qualified Members have elected to purchase upon exercise of their Purchase Rights in accordance with this Section 11.7 (the “Remainder Securities”). The Company shall give five (5) days’ prior written notice to each Qualified Member that has elected to purchase New Securities of any such sale to a Prospective Purchaser, which sale shall be at the price and upon terms and conditions no more favorable to the Prospective Purchaser(s) than those described in the Offer Notice. At and upon the closing of the sale of such Remainder Securities to such Prospective Purchaser(s), which shall include full payment to the Company, the Qualified Members shall purchase from the Company, and the Company shall sell to the Qualified Members, the New Securities elected to be purchased pursuant to this Section 11.7 on the terms specified in the Offer Notice.

(f) If the Company does not complete the sale of the Remainder Securities to the Prospective Purchaser(s) within the Unrestricted Period, the Purchase Right provided hereunder shall be deemed to be revived and such Remainder Securities shall not be sold unless the Company shall comply with this Section 11.7 as if the Prospective Purchaser(s) had made a new offer to purchase such New Securities. In the event that the closing of the sale of all of the Remainder Securities to the Prospective Purchaser(s) does not occur during the Restricted Period, each Qualified Member shall have the right, but not the obligation, to purchase the New Securities, if any, such Qualified Member elected to purchase pursuant to this Section 11.7.

(g) The rights of the Qualified Members to purchase New Securities under this Section 11.7 may be modified or waived by the Board of Managers with the consent of the Investor Majority.

(h) The covenants set forth in this Section 11.7 shall terminate and be of no further force or effect upon a Sale of the Company.

Section 11.8 Substitution of Members. A transferee of a Unit shall have the right to become a substitute Member only with the consent of the Board of Managers; except that, notwithstanding the foregoing, a Permitted Transferee to whom Units are Transferred by a Member shall, upon the effectiveness of such Transfer in accordance with the terms of this Agreement, be automatically admitted as a substitute Member with respect to the Units so Transferred. The admission of a substitute Member shall not result in the release of the Member who assigned the Unit from any liability that such Member may have to the Company.

ARTICLE 12.

LIQUIDATION OF THE COMPANY

Section 12.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Managers or, if none, by the Members, or, if none, by

the personal representative (or its nominee or designee) of the last remaining Member (the Managers, Members or such other Person, as applicable, being referred to in this Article as the “Liquidating Agent”). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company property to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 12.2 Final Allocations and Distributions.

In settling accounts upon dissolution, winding up and liquidation of the Company, the assets of the Company shall be applied and distributed as expeditiously as possible in the following order:

(a) To pay (or make reasonable provision for the payment of) all creditors of the Company, including, to the extent permitted by law, Members or other Affiliates that are creditors, in satisfaction of liabilities of the Company in the order of priority provided by law, including expenses relating to the dissolution and winding up of the Company, discharging liabilities of the Company, distributing the assets of the Company and terminating the Company as a limited liability company in accordance with this Agreement and the Act); and

(b) To the Members in accordance with Section 7.3(a) (taking into account, for the avoidance of doubt, any distributions previously made under Section 7.3(b) that were treated as advances on distributions under Section 7.3(a)).

ARTICLE 13. POWER OF ATTORNEY

Section 13.1 General.

(a) Each Member irrevocably constitutes and appoints each Manager and the Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file any of the following: (i) the Certificate of Organization and all other certificates and other instruments deemed advisable by Manager Approval to carry out the provisions of this Agreement and applicable law or to permit the Company to become or to continue as a limited

liability company; (ii) this Agreement and all instruments that the Managers acting by Manager Approval deem appropriate to reflect a change or amendment to or modification of this Agreement made in accordance with this Agreement; (iii) all conveyances and other instruments or papers deemed advisable by Manager Approval or the Liquidating Agent to effect the dissolution and termination of the Company; (iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company; (v) all other certificates, instruments or papers that may be required or permitted by law to be filed on behalf of the Company and any amendment or modification of any certificate or other instrument referred to in this Section 13.1(a); and (vi) any agreement, document, certificate or other instrument that any Member is required to execute and deliver hereunder or pursuant to applicable law that such Member has failed to execute and deliver within ten days after written request from the Managers pursuant to Manager Approval.

(b) The foregoing power of attorney is (i) coupled with an interest, (ii) irrevocable and durable, (iii) shall not be terminated or otherwise affected by any act or deed of any Member (or by any other Person) or by operation of law, whether by the legal incapacity of a Member or by the occurrence of any other event or events, and (iv) shall survive the transfer by a Member of the whole or any part of such Member's Units, except that, where the transferee of the whole of such Member's Units is to be admitted as a Member, the power of attorney of the transferor shall survive such transfer for the sole purpose of enabling the applicable attorney-in-fact to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such admission.

(c) Each Member agrees to execute, upon five days' prior written notice from the Managers acting by Manager Approval or any Liquidating Agent, as applicable, a confirmatory or special power of attorney containing the substantive provisions of this Article 13, which shall be in form satisfactory to the Persons or Person providing such notice.

ARTICLE 14.

DUTIES, EXCULPATION AND INDEMNIFICATION

Section 14.1 Duties of Manager, Tax Matters Person and Liquidating Agent.

Each Manager, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 14.1 and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Manager, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent, as permitted by applicable law.

Section 14.2 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by applicable law, none of the Managers, Tax Matters Person, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager, Tax Matters Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person,

in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section 14.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 14.3 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 14.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 14.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by applicable law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses

if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 14.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 14.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 14.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 14.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 14.3.

ARTICLE 15.

MISCELLANEOUS PROVISIONS

Section 15.1 Books and Accounts.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Units and not the Units of any other Member. The Members hereby acknowledge that the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 15.1(a), except as otherwise specifically required by the Massachusetts Act.

(b) Within a period of time after the end of each Fiscal Year of the Company as determined by Manager Approval, the Company shall provide to each Member a Form K-1 for such Member with respect to such Fiscal Year.

(c) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company, as may be determined from time to time by Manager Approval.

(d) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, pursuant to the terms and subject to the conditions of Section 3.9.

Section 15.2 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice. Notices shall be deemed to have been given (i) when personally delivered, (ii) if mailed, on the earlier of (A) three days after the date on which deposited in the mails, and (B) the date on which received, or (iii) if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 15.2 shall not prohibit the giving of written notice in any other manner, including facsimile transmission and email; any written notice given in any other manner shall be deemed given only when actually received.

Section 15.3 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 15.3. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, pursuant to receipt by the Company of each of (i) approval of each Major Member; (ii) approval by the Investor Majority and (iii) Manager Approval, *provided that* (A) this Agreement may be amended by Manager Approval, to the extent required to conform to actions properly taken by the Company, the Managers, or any of the Members in accordance with this Agreement, including, without limitation, amendments to Schedule A to reflect changes made pursuant to the terms of this Agreement, (B) for so long as Michael Cohen holds any Units, any amendment to Section 5.1(c)(i) shall require the approval of Michael Cohen, (C) for so long as Christopher Weld holds any Units, any amendment to Section 5.1(c)(ii) shall require the approval of Christopher Weld, (D) for so long as there remain outstanding not less than 100,000 Series A Investor Units, any amendment to Section 5.1(c)(iii) shall require the approval of the holders of a majority of the then-outstanding Series A Investor Units, (E) until such time as the Unreturned Capital Amount in respect of all outstanding Series A Investor Units is \$0.00, any amendment or waiver of Section 7.3 shall require the approval of a majority of any then-outstanding Series A Investor Units, and (F) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 15.3 shall, without a Member's consent, create personal liability for such Member or require additional capital from such Member.

Section 15.4 Applicable Law; Jurisdiction.

(a) This Agreement is governed by and shall be construed in accordance with the law of The Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the

Certificate or the Massachusetts Act, the applicable provision of this Agreement shall control, to the extent permitted by law.

(b) The parties to this Agreement hereby consent to the jurisdiction of the courts of The Commonwealth of Massachusetts and agree to litigate any and all claims exclusively in the courts of The Commonwealth of Massachusetts in connection with any matter or dispute arising under this Agreement or between or among them regarding the affairs of the Company.

Section 15.5 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 15.6 Severability.

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 15.7 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written, including the Prior Agreement. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Limited Liability Company Agreement as of the date first written above.

THE COMPANY:

BERKSHIRE WELCO, LLC

By: 

Name: Michael Cohen

Its: Manager


And
By: 

Name: Christopher Weld

Its: Manager

MEMBERS HOLDING COMMON UNITS:


Michael Cohen


Christopher Weld

Brian Buckowski

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

The undersigned, desiring to become a member of Berkshire Welco, LLC, a Massachusetts limited liability company (the “Company”), hereby agrees, effective as of the undersigned’s admission to the Company as a member, to be bound by all of the provisions of and to be a party to the Amended and Restated Limited Liability Company Agreement of the Company (the “Agreement”) as a Member thereunder, and that this counterpart signature page may be attached to the Agreement or any counterpart copy thereof.

Brian Buckowski

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)


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Jeffrey Grodsky

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

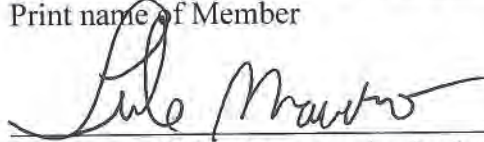
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Luke Mauro

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)


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MARK GOVORA

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

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RANNAPO PARTNERS LLC

Print name of Member

[Signature]

Signature of Member or authorized signatory

Signature (if joint signatures are required)

*SANDRA B. WINBERG,
PRINCIPAL*

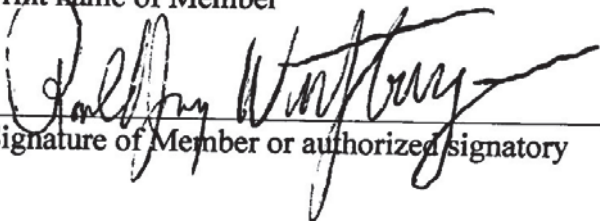
Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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Ronald Wurtzburger

Print name of Member


Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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Silent Lamb LLC

Print name of Member

Angela Cardenas

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Principal

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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Whitney River LLC
Print name of Member

[Signature]
Signature of Member or authorized signatory

Signature (if joint signatures are required)

President
Title of authorized signatory (if Member is an entity)

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

William O'Brien

with 2

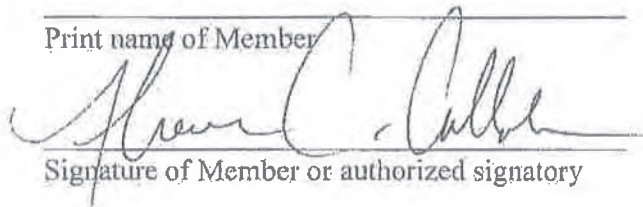
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Thomas C. Callahan

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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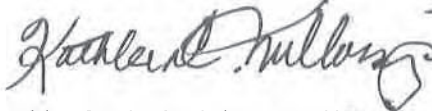
Print name of Member

JOEL C. MILLONZI
Kathleen C. MILLONZI

Signature of Member or authorized signatory



Signature (if joint signatures are required)



Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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Francis M. Weld

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

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Document History



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07/10/2018
14:53:38 UTC

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michael@findthepass.com
IP: 24.194.22.218



VIEWED

07/10/2018
16:31:30 UTC

Viewed by Francis Weld (fnwmd1@gmail.com)
IP: 65.96.70.83



SIGNED

07/10/2018
16:33:03 UTC

Signed by Francis Weld (fnwmd1@gmail.com)
IP: 65.96.70.83



COMPLETED

07/10/2018
16:33:03 UTC

The document has been completed.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKSHIRE WELCO, LLC**

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David Goulet

Print name of Member

[Signature]

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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Amy Humes and Bruce Humes

Print name of Member



Signature of Member or authorized signatory



Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

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ROBERT A CASERTA

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

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Document History



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michael@fndthepass.com
IP: 24.194.22.218



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07/04/2018
15:13:17 UTC

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IP: 69.126.124.31



SIGNED

07/04/2018
15:14:22 UTC

Signed by Robert Caserta (bobuconn@aol.com)
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COMPLETED

07/04/2018
15:14:22 UTC

The document has been completed.

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

LAURENCE L. WOJCIK
Print name of Member

Judith M. Wojcik
Signature (if joint signatures are required)
JUDITH M. WOJCICK

B4851243.1

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

The undersigned, desiring to become a member of Berkshire Welco, LLC, a Massachusetts limited liability company (the “Company”), hereby agrees, effective as of the undersigned’s admission to the Company as a member, to be bound by all of the provisions of and to be a party to the Amended and Restated Limited Liability Company Agreement of the Company (the “Agreement”) as a Member thereunder, and that this counterpart signature page may be attached to the Agreement or any counterpart copy thereof.

Thomas Gardner

Print name of Member







Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

TITLE	Joinder Re-Sign
FILE NAME	FHBOSTON-#4851243...estor Units).DOCX
DOCUMENT ID	3b558fd1d899d972f6f665088f734e664389821c
STATUS	● Completed

Document History

 SENT	07/03/2018 15:35:11 UTC	Sent for signature to Tom Gardner (tjgard@aol.com) from michael@findthepass.com IP: 24.194.22.218
 VIEWED	07/05/2018 11:38:12 UTC	Viewed by Tom Gardner (tjgard@aol.com) IP: 67.246.17.133
 SIGNED	07/05/2018 11:41:08 UTC	Signed by Tom Gardner (tjgard@aol.com) IP: 67.246.17.133
 COMPLETED	07/05/2018 11:41:08 UTC	The document has been completed.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

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ANDREW FRASER.

Print name of Member

[Signature]

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

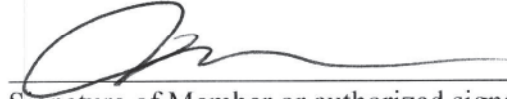
**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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Terry Wang

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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Stephen Abraham

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

TITLE	Joinder Re-Sign
FILE NAME	FHBOSTON-#4851243...estor Units).DOCX
DOCUMENT ID	86f054717a42346817e4cc04fd10f23495e670b9
STATUS	● Completed

Document History

 SENT	07/03/2018 15:42:07 UTC	Sent for signature to Steve Abraham (sabraham@becketgroup.com) from michael@findthepass.com IP: 24.194.22.218
 VIEWED	07/06/2018 23:50:26 UTC	Viewed by Steve Abraham (sabraham@becketgroup.com) IP: 24.194.6.76
 SIGNED	07/06/2018 23:51:00 UTC	Signed by Steve Abraham (sabraham@becketgroup.com) IP: 24.194.6.76
 COMPLETED	07/06/2018 23:51:00 UTC	The document has been completed.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

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Michael Cohen

Print name of Member

michael cohen

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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Keith Callahan
Print name of Member

[Signature]
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

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Print name of Member

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

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John C Morris

Print name of Member



Signature of Member or authorized signatory

**AMENDED AND RESTATED
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BERSKIRE WELCO, LLC**

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Armstrong Holdings Corp
Print name of Member Llc

C. W. A. L.

Signature of Member or authorized signatory

Signature (if joint signatures are required)

President

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

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Margaret E Finch

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKIRE WELCO, LLC**

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Anne G. Fredericks

Print name of Member

Anne G. Fredericks

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

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Marc Fasteau

Print name of Member

Marc Fasteau

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

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Eric W. Roberts
Print name of Member

[Signature]
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

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James Coulter Scala

Print name of Member







Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

TITLE	Joinder Re-Sign
FILE NAME	FHBOSTON-#4851243...estor Units).DOCX
DOCUMENT ID	53f641f2dec194c57b3a954d2e30cf98177001d1
STATUS	● Completed

Document History

 SENT	07/03/2018 15:37:52 UTC	Sent for signature to James Coulter Scala (jedscala@gmail.com) from michael@findthepass.com IP: 24.194.22.218
 VIEWED	07/03/2018 18:54:27 UTC	Viewed by James Coulter Scala (jedscala@gmail.com) IP: 72.228.8.207
 SIGNED	07/03/2018 18:55:05 UTC	Signed by James Coulter Scala (jedscala@gmail.com) IP: 72.228.8.207
 COMPLETED	07/03/2018 18:55:05 UTC	The document has been completed.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKIRE WELCO, LLC

MEMBER HOLDING SERIES A INVESTOR UNITS
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Charles Tonell

Print name of Member

[Signature]

Signature of Member or authorized signatory

Signature (if joint signatures are required)


Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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BERKSHIRE BUD, LLC
Print name of Member


Signature of Member or authorized signatory

Signature (if joint signatures are required)

CRAIG BALSAM, MEMBER
Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKSHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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Jane Larkworthy

Print name of Member

Jane Larkworthy

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKSHIRE WELCO, LLC**

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Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

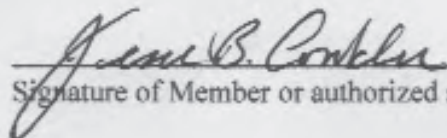
Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

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JESSE CONKLIN _____
Print name of Member

 _____
Signature of Member or authorized signatory

Signature (if joint signatures are required)

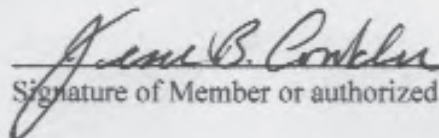
Title of authorized signatory (if Member is an entity)

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JESSE CONKLIN _____
Print name of Member

 _____
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
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JOSEPH E. MITCHELL / SEAN B. MITCHELL
Print name of Member

Joseph E. Mitchell /
Signature of Member or authorized signatory

Sean B. Mitchell
Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

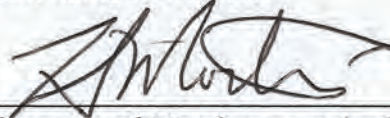
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Kenneth S. Morton

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKIRE WELCO, LLC**

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STEPHEN P. MARSHALL
Print name of Member

Stephen P Marshall
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

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Touhy LEASING LLC
Print name of Member

Arthur Gutterman
Signature of Member or authorized signatory

Signature (if joint signatures are required)

MANAGING DIRECTOR
Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

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WARD CAREY

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)


**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
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George Petty

Print name of Member


Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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Gregg S. Massini

Print name of Member

Gregg S. Massini

Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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MARIE MASSINI-REYNOLDS
Print name of Member

Marie Massini Reynolds
Signature of Member or authorized signatory

Signature (if joint signatures are required)

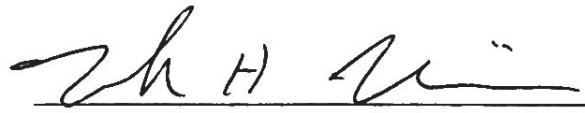
Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
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MARK H MASSINI
Print name of Member


Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
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Justin Vaglias
Print name of Member

[Signature]
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
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Natale Marasco
Print name of Member

Natale Marasco
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
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William M Ryan
Print name of Member

Wm M Ryan
Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

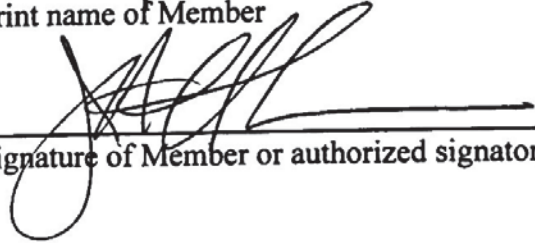
**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERKSHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

The undersigned, desiring to become a member of Berkshire Welco, LLC, a Massachusetts limited liability company (the "Company"), hereby agrees, effective as of the undersigned's admission to the Company as a member, to be bound by all of the provisions of and to be a party to the Amended and Restated Limited Liability Company Agreement of the Company (the "Agreement") as a Member thereunder, and that this counterpart signature page may be attached to the Agreement or any counterpart copy thereof.

Joseph Quattracchi

Print name of Member


Signature of Member or authorized signatory

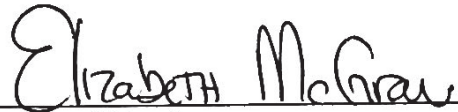
Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

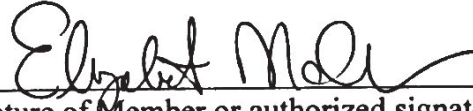
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Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
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LISA QUATTROCCHI

Print name of Member



Signature of Member or authorized signatory

Signature (if joint signatures are required)

Title of authorized signatory (if Member is an entity)

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
BERSKHIRE WELCO, LLC**

**MEMBER HOLDING SERIES A INVESTOR UNITS
SIGNATURE PAGE**

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DROKAP LLC

Print name of Member

[Handwritten Signature]

Signature of Member or authorized signatory

Signature (if joint signatures are required)

MANAGING MEMBER

Title of authorized signatory (if Member is an entity)

**Schedule A to Amended and Restated Limited Liability Company Agreement
of Berkshire Welco, LLC**

Members

Date of last revision of this Schedule A: December 31, 2018

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Michael Cohen 24 Benton Ave. Great Barrington, MA 01230	200,000	\$6,172.84	N/A	10,000	\$250,000
Christopher Weld 1640 Home Rd. Great Barrington MA , 01230	324,000	\$10,000.00	N/A		
Brian Buckowski 512 Lakeland Court Athens, GA 30607				4,000	\$100,000
Jeffrey Grodsky 90 Pendleton Lane Longmeadow, MA 01106				2,000	\$50,000
Luke Mauro 57 Pennsylvania Avenue Massapequa, NY 11758				2,000	\$50,000
Mark Govoni 165 West 66 th Street, Apt 82 New York, NY 10023				6,000	\$150,000
Rannapo Partners LLC 16 West 77 th Street #10E New York, NY 10024				2,000	\$50,000

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Ronald Wurtzburger 9 Oxford Lane Scarsdale, NY 10583				2,000	\$50,000
Silent Lamb LLC PO Box 444 Sheffield, MA 01257				4,000	\$100,000
Whiting River LLC 240 Campbell Falls Rd Southfield, MA 01259				8,000	\$200,000
William O'Brien 175 West 72 nd Street, Apt 9H New York, NY 10023				4,000	\$100,000
Thomas C. Callahan 110 Third Avenue, Apt 4A New York, NY 10003				2,000	\$50,000
Joel C. Millonzi and Kathleen C. Millonzi PO Box 669 Naples, FL 34106				2,000	\$50,000
Francis M. Weld 16 Gardner Street Nantucket, MA 02554				2,000	\$50,000
David D. Goulrey 141 W Canton Street Boston, MA 02118				4,000	\$100,000
Amy Humes and Bruce Humes 11 Lake View Road Great Barrington, MA 01230				2,000	\$50,000
Robert A. Caserta 3215 S Ocean Blvd, Apt. 912 Highland Beach, FL 33487				4,000	\$100,000

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Laurence L. Wojcik and Judith M. Wojcik 223 Basil Road Chicopee, MA 01020				2,000	\$50,000
Thomas Gardner 2717 State Road (PO Box 193) Richmond, MA 01254				8,000	\$200,000
Andrew Fraser 17 High Ridge Road Garrison, NY 10524				2,000	\$50,000
Terry Wang 18 Rutledge Road Marlboro, NJ 07746				6,000	\$150,000
Stephen Abraham 250 W. 89 th Street New York, NY 10024				2,000	\$50,000
Michael Stanton 1100 West Avenue, Apt 902 Miami Beach, FL 33139				4,000	\$100,000
Keith Callahan 9 Green Lane Sherborn, MA 01770				2,000	\$50,000
Steven Shulman 7 Canterbury Rd Scarsdale, NY 10583				2,000	\$50,000
John C. Morris 15 East 93 rd Street New York, NY 10128				10,000	\$250,000
Armstrong Holdings Corp LLC 197 East 76 th Street New York, NY 10021				4,000	\$100,000

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Margaret E. Finch 3309 E Valley St Seattle, WA 98112				8,000	\$200,000
Anne G. Fredericks 77 Seakonk Cross Road Great Barrington, MA 01230				12,000	\$300,000
Marc Fasteau 77 Seakonk Cross Road Great Barrington, MA 01230				12,000	\$300,000
Eric W. Roberts 23 Charlie Hill Road Millerton, NY 12546				4,000	\$100,000
James Coulter Scala 10 Seekonk Cross Road Great Barrington, MA 01230				4,000	\$100,000
Charles T. O'Neil 14 Old Tree Farm Road PO Box 201 Stockbridge, MA 01262				2,000	\$50,000
Berkshire Bud, LLC 62 Beach St. #2AB New York, NY 10013				4,000	\$100,000
Bertrand Garbassi & Jane Larkworthy 425 E. 51st st. Apt. 2E New York, NY 10022				2,000	\$50,000
Jeff Chwast 135 Willow St. Brooklyn, NY 11201				4,000	\$100,000
Jessie Conklin 398 Weatogue Rd. Ashley Falls, MA 01222				4,000	\$100,000

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Joseph & Jean Mitchell 336 Ridgemoor Ave. San Antonio, TX 78209-5451				2,000	\$50,000
Ken Morton 25 Treebark Terrace Voorhees, NJ 08043				4,000	\$100,000
Stephen Marshall 7 Townhouse Hill Rd. S. Egremont, MA 01230				2,000	\$50,000
Touhy Leasing LLC 5550 W. Touhy, ste. 200 Skokie, IL 60077				3,000	\$75,000
Ward Carey 152 Elm Ave. Burlingame, CA 94010				2,000	\$50,000
George Petty 15 chemin Louis Dagallier Versoix, Switzerland 1290				2,000	\$50,000
Gregg Massini 24 Hulett Hill Rd. Sheffield, MA 01257				8,000	\$200,000
Marie Massini-Reynolds 115 Pike Rd. W Sheffield, MA 01257				4,000	\$100,000
Mark Massini 199 Ashley Falls Rd. Sheffield, MA 01257				2,000	\$50,000
Justin Vagliano PO Box 526 Norfolk, CT 06058				8,000	\$200,000

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units	Threshold Amount In Relation to Any Common Unit that is an Incentive Unit	Series A Investor Units Held	Capital Contribution Made in Respect of Series A Investor Units
Natale Marasco 174 Valley View Rd. PO Box 46 Ashley Falls, MA 01222				3,000	\$75,000
William Ryan 116 Brush Hill Road Great Barrington, MA 01230				2,000	\$50,000
Joseph Quattrocchi 2694 Rte. 199 PO Box 103 Pine Plains, NY 12567				4,000	\$100,000
Elizabeth McGraw PO Box 873 Sheffield, MA 01257				2,000	\$50,000
Lisa Quattrocchi 941 Park Ave., #12A New York, NY 10028				6,000	\$150,000
DROKAP LLC 145 Stonehurst Drive Tenafly, NJ 07670				2,000	\$50,000
Totals:	524,000	\$16,172.84		214,000	\$5,350,000

(1) Member holds only Common Units that are Incentive Units.

**Schedule B to Limited Liability Company Agreement
of Berkshire Welco, LLC**

Allocation Exhibit

1. **Definitions.** Each capitalized term used but not otherwise defined in this Allocation Exhibit shall have the meaning set forth in this Section 1 or, if not so defined, in the Agreement.

“**Adjusted Capital Account Balance**” shall mean with respect to any Member, such Member’s Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant fiscal year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

“**Adjusted Taxable Profit**” and “**Adjusted Taxable Loss**” mean, as to any transaction or fiscal period, the taxable income or loss of the Company for United States federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset, and (iii) in lieu

of the cost recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Internal Revenue Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

“Company Minimum Gain” has the meaning set forth for “partnership minimum gain” in Treasury Regulation Section 1.704-2(d) and (g).

“Depreciation” means, for each fiscal year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Internal Revenue Code with respect to an asset for such fiscal year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by Manager Approval.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by Manager Approval, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for a membership interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of a membership interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Managers, acting by Manager Approval, determine that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by Manager Approval;

(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by Manager Approval; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Managers, acting by Manager Approval, as required or permitted for purposes of maintaining Capital Accounts under relevant Treasury Regulations.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

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

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

“Nonrecourse Deductions” shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“Treasury Regulations” means the United States income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. Capital Accounts. A capital account shall be maintained for each Member (a “Capital Account”) that shall be:

(a) increased by (i) any Capital Contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of membership interests;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or expense allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of membership interests; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Managers, acting by Manager Approval, may reasonably determine appropriate, in all events in accordance with applicable provisions of the Internal Revenue Code and Treasury Regulations, including without limitation Treasury Regulation Section 1.704-1(b)(2)(iv).

3. General Allocations.

(a) General Application. The rules set forth below in this Section 3 of this Schedule B shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or expense of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each fiscal year or other period, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each fiscal year or other period, any required special allocations in Section 4 of this Schedule B shall be made immediately prior to the general allocations of Section 3(b) of this Schedule B.

(b) General Allocations. The items of income, expense, gain and loss comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a fiscal year or other period, shall be allocated among the Members during such fiscal year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by Manager Approval, taking into account any adjustments thereto for such fiscal year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability), to the Gross Asset Value, as determined by Manager Approval, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 12.2, minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this Schedule B.

(c) The Managers, acting by Manager Approval, may modify the allocations otherwise provided for in this Section 3 of this Schedule B or offset prior allocations provided for in Section 4 of this Schedule B, including by specially allocating items of gross income, gain, deduction, loss or expense among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company.

4. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a fiscal year or other period in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Schedule B, each Member shall

receive such special allocations of items of Company income and gain as are required in order to conform to Treasury Regulation Section 1.704-2.

(b) Qualified Income Offset. Subject to Section 4(a) of this Schedule B, but notwithstanding any provision of this Schedule B to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the “qualified income offset” requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) Deductions Attributable to Member Nonrecourse Debt. Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners’ interests in the partnership within the meaning of Treasury Regulations Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) Loss Limitation. Adjusted Taxable Losses allocated to a Member pursuant to this Schedule B shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any fiscal year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 4(a) through Section 4(e) of this Schedule B (the “Regulatory Allocations”) are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any taxable year of the Company there is a change in any Member’s membership interest in the Company, allocations of income or loss for such taxable year shall take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Internal Revenue Code. Any Member that is transferred a membership interest from another Member but not the corresponding portion of such other Member’s Capital Account shall not be entitled to any allocation or distribution arising from Company operations prior to the date of such transfer, unless otherwise determined by Manager Approval or required by the Internal Revenue Code.

5. Tax Allocations.

(a) Section 704(b) Allocations. Subject to Section 5(b) and Section 5(c) of this Schedule B, each item of income, gain, loss, or deduction for United States federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this Schedule B (a “Book Item”) shall be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this Schedule B.

(b) Section 704(c) Allocations. In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Sections 704(b) and 704(c) of the Internal Revenue Code. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by Manager Approval. The allocation to a Member of items of taxable income, gain, loss, and deduction of the Company also shall be adjusted to reflect any election under Section 754 of the Internal Revenue Code.

(c) Capital Accounts. The tax allocations made pursuant to this Section 5 of this Schedule B shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

6. Tax Matters Partner; Partnership Representative.

(a) For tax years prior to January 1, 2018, the "tax matters partner" (within the meaning of Section 6231(a)(7) of the Internal Revenue Code, as in effect prior to the effective date provided in Section 1101(g)(1) of the Bipartisan Budget Act of 2015 (P.L. 114-74)) of the Company (the "Tax Matters Person") shall be designated by the Managers.

(b) For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be designated the "partnership representative" with the sole authority to act on behalf of the Company with respect to tax matters, with all of the rights, duties and powers provided for the Tax Matters Person by the Internal Revenue Code, including subchapter C of chapter 63 of the Internal Revenue Code, but subject to the restrictions and limitations contained in this Agreement. Each Member hereby consents to such designation and agrees that, upon the request of the Managers, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. In the event that the Company is responsible for the payment of any "imputed underpayment" in respect of an administrative adjustment pursuant to Section 6225(a) of the Internal Revenue Code, or any similar provision of any state or local tax laws, the Managers shall determine by Manager Approval, in their discretion, the treatment, including the relative obligations of the Members and former Members with respect to any amounts paid by the Company to any taxing authority with respect to such "imputed underpayment" such that the amount of such "imputed underpayment" is borne by the Members and former Members who would have borne the tax liability in the "reviewed year", as defined in Section 6225(d)(1) of the Internal Revenue Code. Each Member and former Member hereby agrees to satisfy in full such obligations as so determined by the Managers.

(c) The Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to preparing and filing any tax return of the Company and any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority, whether to elect into the provisions of the Bipartisan Budget Act of 2015 prior to their effective date and whether to make an election under Section 6226 of the Internal Revenue Code or any similar provision of any state or local tax laws with respect to any audit or other examination of the Company.

(d) Each Member and former Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) preparing or filing any tax returns of the Company, (ii) any tax election of the Company (and the Company's and Member's or former Member's compliance with any such election) or (iii) any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority. No Member shall, without the consent of the Tax Matters Person, (A) file a request for administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(e) Without limiting the foregoing, the Tax Matters Person shall represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any U.S. federal, state, local or foreign tax authorities, including any resulting administrative and judicial proceedings relating to the determination of items of income, deduction, allocation and credit of the Company and the Members, and to expend funds of the Company for professional services and costs associated therewith.

(f) For tax years prior to January 1, 2018, the Tax Matters Person shall be a Member who is permitted to act as a "tax matters partner" pursuant to the Internal Revenue Code. For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be a Person who is permitted to act as a "partnership representative" pursuant to the Internal Revenue Code. The Tax Matters Person may resign at any time by giving written notice to the Company and the Members and complying with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such resignation. The Tax Matters Person may be removed at any time by Manager Approval if such complies with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such removal. Upon the resignation or removal of the Tax Matters Person, a new Tax Matters Person shall be selected by the Managers. The initial Tax Matters Person shall be Michael Cohen.

7. Tax Elections and Other Tax Decisions. Subject to the provisions of this Schedule B, the Managers, acting by Manager Approval, shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by Schedule B.

8. Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Schedule B and hereby agree to be bound by the provisions of this Schedule B and this Agreement in reporting their shares of the Company's income and loss for income tax purposes.

**Schedule C to Limited Liability Company Agreement
of Berkshire Welco, LLC**

Defined Terms

Affiliate: means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

Allocation Exhibit: the meaning set forth in Section 7.2.

Approved Sale: the meaning set forth in Section 11.6(a).

Approved Sale Notice: the meaning set forth in Section 11.6(a)(iii).

Assignee: the meaning set forth in Section 11.2(d).

Available Units: the meaning set forth in Section 11.4(a).

Board of Managers or Board: means the Board of Managers described in Section 5.1(a) of this Agreement.

Buyout Purchase Price: the meaning set forth in Section 9.3(a).

Capital Account: the meaning set forth in Section 2 of the Allocation Exhibit.

Capital Contributions: means, with respect to any Member, the aggregate amount of cash or other property contributed to the capital of the Company by such Member.

Certificate of Organization: the meaning set forth in the recitals of this Agreement.

Closing Notice: the meaning set forth in Section 11.3(e).

Code: means the Internal Revenue Code of 1986, as amended from time to time, and any applicable regulations promulgated thereunder by the United States Treasury Department.

Common Units: the meaning set forth in Section 4.1.

Company: the meaning set forth in the first paragraph of this Agreement.

Company Acceptance Period: the meaning set forth in Section 11.3(b).

Company Notice: the meaning set forth in Section 11.3(c).

Company Notice Date: the meaning set forth in Section 11.3(c).

Company Purchase Notice: the meaning set forth in Section 11.3(b).

Confidential Information: means all documents and information, whether written or oral (including, without limitation, confidential and proprietary information with respect to customers, sales, marketing, production, costs, business operations and assets), of the Company.

Covered Person: the meaning set forth in Section 14.2(a).

Co-Sale Election Period: the meaning set forth in Section 11.4(b).

Co-Sale Notice: the meaning set forth in Section 11.4(a).

Co-Sale Participant: the meaning set forth in Section 11.4(b).

Co-Sale Purchase Price: the meaning set forth in Section 11.4(a).

Co-Sale Right: the meaning set forth in Section 11.4(a).

Co-Sale Right Units: the meaning set forth in Section 11.4(b).

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Daily Annual Investor Distribution Rate: means a percentage equal to fifteen percent (15.0%) *divided by* 365, or 0.000410958%.

Deemed Liquidation Event: shall refer to any of the following events:

(ii) a merger or consolidation in which

(A) the Company is a constituent party or

(B) a subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation,

except for any such merger or consolidation involving the Company or any subsidiary of the Company in which the Units outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for securities that represent, immediately following such merger or consolidation, at least a majority of the voting power of (1) the surviving or resulting company or (2) if the surviving or resulting company is a wholly owned subsidiary of another company immediately following such merger or consolidation, the parent company of such surviving or resulting company; or

(iii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

Depreciation: the meaning set forth in Section 1 of the Allocation Exhibit.

Designated Members: the meaning set forth in Section 11.3(a).

Distributable Cash: means the excess of all cash on hand at the beginning of such period plus all cash receipts of the Company in such period from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, Capital Contributions of the Members, proceeds from any capital transaction, and all other sources minus the sum of the following amounts for the relevant period:

- (a) Ongoing Expenses;
- (b) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the Company; and
- (c) amounts set aside as reserves for working capital, budgeted capital expenditures, investments in geographic expansion contemplated or approved by the Board of Managers, other capital or operating investments contemplated or approved by the Board of Managers, contingent liabilities, replacements or any other expenditures deemed by the Board of Managers to be necessary or appropriate in relation to the current and anticipated future needs of the Company.

Effective Date: the meaning set forth in the first paragraph of this Agreement.

Electing Major Member: the meaning set forth in Section 9.3(a).

Election Date: the meaning set forth in Section 9.3(a).

Exempted Securities: means (i) up to 320,000 Series A Investor Units; (ii) any Price Adjustment Units; (iii) up to 130,000 Incentive Units, or such greater number of Incentive Units as may be approved for issuance pursuant to any amendment to this Agreement made in accordance with the terms and conditions hereof; (iv) any equity securities of a Company subsidiary issued to the Company; (v) Units issued by reason of a Unit subdivision or combination, or a distribution of Units made ratably to Members pursuant to Manager Approval; (vi) Common Units actually issued upon the exercise of options or warrants to acquire Common Units or Common Units actually issued upon the conversion or exchange of securities convertible into Common Units, in each case provided such issuance is pursuant to the terms of such option, warrant or convertible security.

Gross Asset Value: the meaning set forth in Section 1 of the Allocation Exhibit.

Guaranteed Payments: the meaning set forth in Section 7.4.

Incentive Unit: the meaning set forth in Section 4.3(a).

Inclusion Notice: the meaning set forth in Section 11.4(b).

Initial Managers: means Michael Cohen and Christopher Weld.

Investor Majority: means Members holding a majority of the Series A Investor Units then outstanding.

Liquidating Agent: the meaning set forth in Section 12.1(a).

Loss: the meaning set forth in Section 1 of Schedule B.

Major Investor: means any Member holding Series A Investor Units that has, together with its Affiliates, made Capital Contributions in respect of such Units of at least \$100,000.

Major Member: means each of (i) Michael Cohen or (ii) Christopher Weld, in each case for so long as such Member holds any Units of the Company.

Manager: means the Initial Managers and each other Person who may be designated or elected from time to time by the Members in accordance with Section 5.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: means approval by a majority of the Managers then in office.

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Member: means any Person named as a member of the Company on Schedule A hereto and any Person admitted as an additional Member or as a substitute Member pursuant to the terms and subject to the conditions of this Agreement, in such Person's capacity as a member of the Company. For all purposes other than as expressly set forth herein, the Members shall be treated as a single class.

Member Acceptance Period: the meaning set forth in Section 11.3(c).

Member Approval: Means the vote or affirmative written consent of the Members holding a majority of the Units then-outstanding, voting together as a single class.

Member Purchase Notice: the meaning set forth in Section 11.3(c).

New Securities means any equity securities (or securities exercisable for or convertible into equity securities) of any kind or class issued by the Company after the date hereof, other than any Exempted Securities issued after the Effective Date.

Non-Electing Major Member: the meaning set forth in Section 9.3(a).

Notice Date: the meaning set forth in Section 11.7(b).

Offer Acceptance Notice: the meaning set forth in Section 11.7(c).

Offer Acceptance Period: the meaning set forth in Section 11.7(c).

Offer Notice: the meaning set forth in Section 11.7(b).

Ongoing Expenses: means all direct expenses incurred by or on behalf of the Company in connection with administering the Company and carrying on its business, including all legal and accounting fees.

Oversubscribing Member: the meaning set forth in Section 11.3(d).

Permitted Transfer: the meaning set forth in Section 11.1(a).

Permitted Transferee: the meaning set forth in Section 11.1(a).

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Preferred Distributions: the meaning set forth in Section 7.3(a)(i).

Price Adjustment Units: the meaning set forth in Section 4.2(c).

Profit: the meaning set forth in Section 1 of Schedule B.

Prohibited Transfer: the meaning set forth in Section 11.5(c).

Projected Tax Liability: means, with respect to any Member and any tax year of the Company, the amount of taxable income and gain allocated to such Member for federal income tax purposes in the Company's tax return filed or to be filed with respect to such tax year, multiplied by the highest combined marginal rate applicable to income of an individual for federal and Massachusetts income tax purposes, taking into account (i) any nondeductibility for state tax purposes of any item that is deductible for federal tax purposes, and (ii) any deductibility for federal tax purposes of state income taxes.

Proposed Acquirer: the meaning set forth in Section 11.6(a)(iii).

Proposed Transferee: the meaning set forth in Section 11.3(a).

Prospective Purchaser: the meaning set forth in Section 11.7(a).

Purchase Right: the meaning set forth in Section 11.7(c).

Qualified Member: the meaning set forth in Section 11.7(a).

Regulatory Allocations: the meaning set forth in Section 4(f) of the Allocation Exhibit.

Remainder Securities: the meaning set forth in Section 11.7(e).

Remaining Transfer Units: the meaning set forth in Section 11.3(c).

ROFR Purchasers: the meaning set forth in Section 11.3(e).

Sale of the Company: the meaning set forth in Section 11.6(a).

Securities Act: means the United States Securities Act of 1933, as amended.

Selling Members: the meaning set forth in Section 11.6(a).

Series A Investor Units: the meaning set forth in Section 4.1.

Series A Investor Unit Subscription Agreement: the meaning set forth in Section 4.2(b).

Tax Distribution: the meaning set forth in Section 7.3(a).

Tax Matters Person: the meaning set forth in Section 6 of the Allocation Exhibit.

Threshold Amount: the meaning set forth in Section 4.3(c).

Transfer: the meaning set forth in Section 11.1(a).

Transfer Notice: the meaning set forth in Section 11.3(a).

Transfer Notice Date: the meaning set forth in Section 11.3(b).

Transfer Purchase Price Per Unit: the meaning set forth in Section 11.3(a).

Transfer Units: the meaning set forth in Section 11.3(a).

Transferring Member: the meaning set forth in Section 11.3(a).

Treasury Regulations: means the Treasury regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

Unit: the meaning set forth in Section 4.1.

Unit Sale: the meaning set forth in Section 11.6(a).

Unrestricted Period: the meaning set forth in Section 11.7(e).

Unreturned Capital Amount: means, with respect to any Member holding Series A Investor Units at any time, the excess of (x) such Member's Capital Contributions in respect of such Series A Investor Units over (y) the aggregate amount of Preferred Distributions previously made to such Member in respect of such Series A Investor Units.

Unsubscribed New Securities: the meaning set forth in Section 11.7(d).

Unsubscribed Units: the meaning set forth in Section 11.3(d).

Value Notice: the meaning set forth in Section 9.3(b).



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



324938130

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Berkshire Welco Laboratory & Manufacturing
490 MAIN ST STE 1 ... 4
GREAT BARRINGTON, MA 01230-2000

EAN: 22166714
March 01, 2021

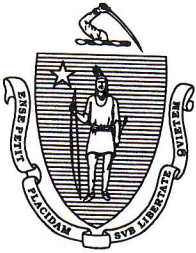
Certificate Id:45879

The Department of Unemployment Assistance certifies that as of 3/1/2021 ,Berkshire Welco Laboratory & Manufacturing is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



William Francis Galvin
Secretary of the
Commonwealth

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

February 26, 2021

TO WHOM IT MAY CONCERN:

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

BERKSHIRE WELCO LABORATORY AND MANUFACTURING, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on April 24, 2020.

I also certify that the following amendments to said Limited Liability Company have been filed:

Amendment filed: October 22, 2020

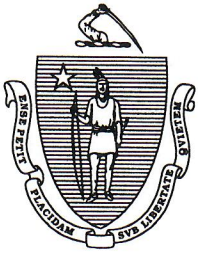
I further certify that no other amendment to said certificate of organization has been filed; that, said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that, so far as appears of record, said Limited Liability Company has legal existence.



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

William Francis Galvin
Secretary of the Commonwealth

Processed By:NGM



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

William Francis Galvin
Secretary of the
Commonwealth

February 26, 2021

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BERKSHIRE WELCO LABORATORY AND MANUFACTURING, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 24, 2020.**

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:
BERKSHIRE WELCO, LLC

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **BERKSHIRE WELCO, LLC, JESSE COOK-DUBIN, CHRISTOPHER WELD**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BERKSHIRE WELCO, LLC**



In testimony of which,

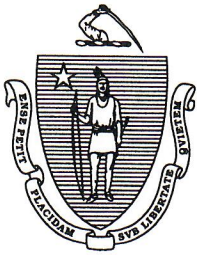
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on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

February 26, 2021

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William Francis Galvin

Secretary of the Commonwealth

Processed By:NGM



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1481071936
Notice Date: March 5, 2021
Case ID: 0-001-112-726



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BERKSHIRE WELCO LABORATORY AND MA
490 MAIN ST STE 2
GREAT BARRINGTON MA 01230-2169

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BERKSHIRE WELCO LABORATORY AND MANUFACTURING 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?

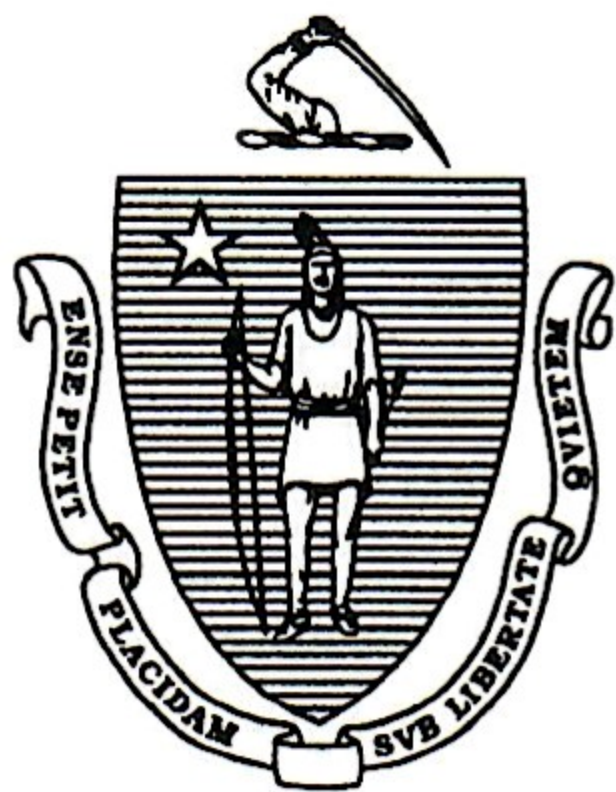
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

April 28, 2021

TO WHOM IT MAY CONCERN:

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BERKSHIRE WELCO LABORATORY AND MANUFACTURING, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 24, 2020.**

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:
BERKSHIRE WELCO, LLC

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The names of all persons authorized to act with respect to real property listed in the most recent filing are: **BERKSHIRE WELCO, LLC**

In testimony of which,

I have hereunto affixed the

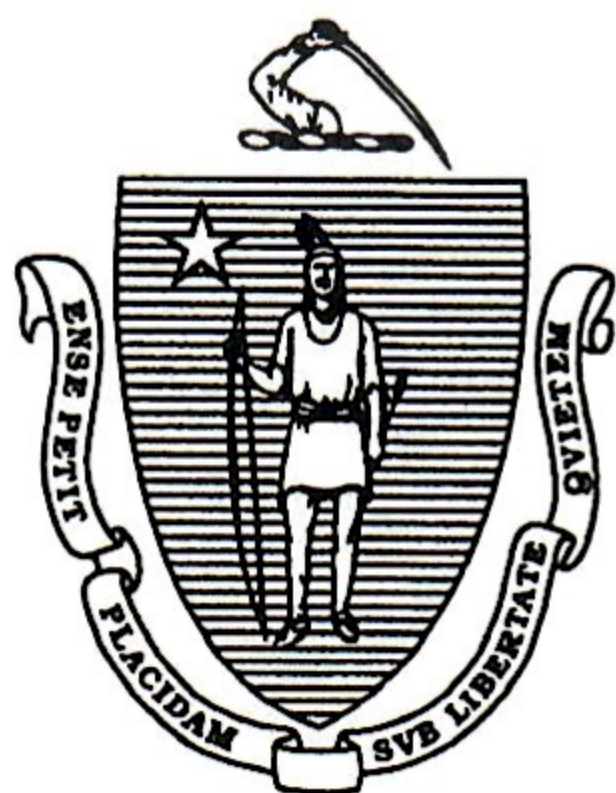
Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





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

William Francis Galvin
Secretary of the
Commonwealth

April 28, 2021

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BERKSHIRE WELCO LABORATORY AND MANUFACTURING, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 24, 2020**.

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Amendment Filed: October 22, 2020

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

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD



Carolann Strickling <carolann@thepass.co>

Berkshire Welco Cultivation LLC

Conroy, Kevin (Partner) <kconroy@foleyhoag.com>

Thu, May 6, 2021 at 10:10 AM

To: Anne DiMare <Anne.DiMare@cccmass.com>

Cc: Carolann Strickling <carolann@thepass.co>

Anne: Carolann Strickling asked me to reach out to you. I represent Berkshire Welco Cultivation LLC concerning regulatory issues. I believe that you have requested bylaws and an operating agreement for Berkshire Welco Cultivation LLC as part of its application for licensure. Berkshire Welco Cultivation LLC is a wholly owned subsidiary of its single member, Berkshire Welco LLC. Accordingly, it does not have its own bylaws or an operating agreement. Under MGL c. 156C, Section 2(9), an LLC operating agreement does not need to be written; under c. 156C, Section 24(a), an LLC is managed by its members unless the operating agreement provides otherwise. For those reasons, member-managed single-member LLCs like Berkshire Welco Cultivation LLC very often do not have written operating agreements. We have provided the operating agreement of the single member, Berkshire Welco LLC, to show how decisions are made by the single member. We feel this should be sufficient for the Commission's purposes. Please let me know if you would like to discuss. Thank you.

**FOLEY
HOAG** LLP**Kevin Conroy | Partner**

Seaport West
[155 Seaport Boulevard](#)
Boston, Massachusetts 02210-2600

617 832 1145 phone
617 832 7000 fax

www.foleyhoag.com Please consider the environment before printing this email.

Any tax advice included in this document and its attachments was not intended or written to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

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5/6/2021

The Pass Mail - Berkshire Welco Cultivation LLC

For more information about Foley Hoag LLP, please visit us at www.foleyhoag.com.



THE PASS
BERKSHIRES

Lab & Manufacturing License application # MPN282043

Date: 5/6/2021

Business Documentation

Articles of Organization Attestation

I, Chris Weld, hereby attest that Berkshire Welco Lab & Manufacturing, LLC outdoor facility located at 1375 N. Main Street, Sheffield MA is a wholly owned subsidiary of its single member, Berkshire Welco LLC. Accordingly, it does not have its own bylaws or an operating agreement. Under MGL c. 156C, Section 2(9), an LLC operating agreement does not need to be written; under c. 156C, Section 24(a), an LLC is managed by its members unless the operating agreement provides otherwise. For those reasons, member-managed single-member LLCs like Berkshire Welco Lab & Manufacturing, LLC very often do not have written operating agreements. We have provided the operating agreement of the single member, Berkshire Welco LLC, to show how decisions are made by the single member. As such the Operating Agreement for Berkshire Welco, LLC does include Berkshire Welco Cultivation, LLC and Berkshire Welco Lab & Manufacturing, LLC

I, Christopher Weld, I affirm that all the information provided within is true and accurate. I further affirm that all required attestations written above have been made voluntarily, and by signing below, certify that I do in fact make these true and accurate attestations.

Signature: _____

Name Printed: Christopher Weld

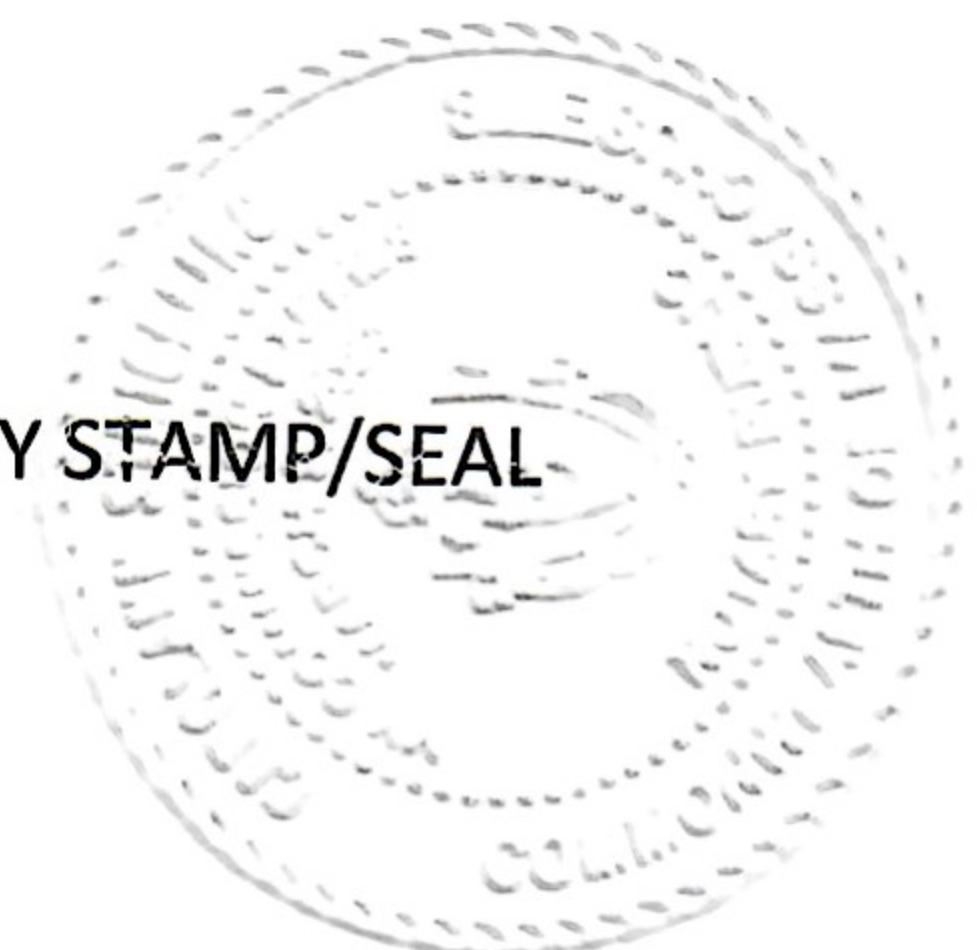
Date: 5-7-21

AUTHENTICATION BY NOTARY PUBLIC

On this day of _____, before me, the undersigned notary public, personally appeared Christopher Weld, proved to me through satisfactory evidence of identification to be the person whose name is signed above and that he/she did so voluntarily for its stated purpose.

Notary Public Signature

NOTARY STAMP/SEAL



Summary of Insurance

Prepared: 3/10/2020
Coverages as of: 2/19/2020

For: Berkshire WELCO LLC DBA Find The Pass
1345 North Main St.
Sheffield, MA 01257

By: Wheeler & Taylor, Inc
333 Main St.
Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff date	Exp date	Premium
Worker's Comp.	Protective Insurance Company	SS-2306962-02	2/19/2020	2/19/2021	\$3,397.00

Locations

1 -1375 North Main St Sheffield, MA 01257

Part 1 – States: MA

Increased Employers Liability Coverage	Limits
Each accident	\$1,000,000
Disease – Policy limit	\$1,000,000
Disease – Each Employee	\$1,000,000

Payrolls

Location	Class Code	Categories/Duties/Classifications	Estimated Annual Remuneration/Payroll
1	0035	Farming -cultivating	\$75,000.00
1	4825	Drug Manufacturing	\$75,000.00
1	8017	Retail	\$75,000.00
1	8810	Clerical	\$360,000.00

Individuals Included/Excluded

State	Location	Name	DOB	Title	Ownership %	Inc/Exc	Class Code
MA	1	Chris Weld		Member	100%	I	8810

Summary of Insurance

Prepared: 3/10/2020
Coverages as of: 2/19/2020

For: Berkshire WELCO LLC DBA Find
The Pass
1345 North Main St.
Sheffield, MA 01257

By: Wheeler & Taylor, Inc
333 Main St.
Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff Date	Exp Date	Premium
Builders Risk	Acadia Insurance	CIM5405307-10	6/21/2019	6/21/2020	

Type of Coverage:

Builders Risk

OPEN REPORTING

Coverage

Limit at any single location \$425,000
Limit per disaster
Limit at temporary location
Transit limit

Summary of Insurance

Prepared: 3/10/2020
Coverages as of: 2/19/2020

For: Berkshire WELCO LLC DBA Find
The Pass
1345 North Main St.
Sheffield, MA 01257

By: Wheeler & Taylor, Inc
333 Main St.
Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff Date	Exp Date	Premium
Business Auto	Safety Insurance Company	5909007COM00	5/21/2019	5/21/2020	\$3,309.00

Policy Coverages

Coverage

Symbol(s)

Limit/Deductible

Liability	7 8 9	\$1,000,000	Bl ea accident
Personal injury protection	7	\$8,000	Ea person
Medical payments	7	\$5,000	Ea person
Uninsured motorist	7	\$250,000	Bl ea person
		\$500,000	Bl ea accident
Underinsured motorist	7	\$250,000	Bl ea person
		\$500,000	Bl ea accident

Hired/borrowed liability	Yes	States: MA If any basis: Yes
Non-owned auto liability	Yes	States: MA Employees: 5

COVERED AUTO SYMBOLS		
(1) ANY AUTO	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(7) AUTOS SPECIFIED ON SCHEDULE
(2) ALL OWNED AUTOS	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	(8) HIRED AUTOS
(3) OWNED PRIVATE PASSENGER AUTOS	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	(9) NON-OWNED AUTOS

Vehicle Schedule/Coverages:

Veh #10	2014 Ram 3500 Pickup Truck	3C63R3AJ9EG137850
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Coverages:

Liability	included
No fault	included
Medical payments	included
Uninsured motorist	included
Underinsured motorist	included
Comprehensive	\$1,000 deductible
	Full glass
Collision	\$1,000 deductible

Veh #11	2019 BriMar Trailer	58CB1EE25KC002305
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Coverages:

Liability	included
No fault	included
Medical payments	included
Uninsured motorist	included
Underinsured motorist	included
Comprehensive	\$1,000 deductible
	Full glass
Collision	\$1,000 deductible

Veh #12	2017 Nissan NV2002 Van	3N6CM0KN4HK693702
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Coverages:

Liability	included
No fault	included
Medical payments	included
Uninsured motorist	included
Underinsured motorist	included
Comprehensive	\$1,000 deductible
	Full glass
Collision	\$1,000 deductible

Veh #13 2015 Ford TCN Van

NM0LS7FX0F1224616

Coverages:

Liability	included
No fault	included
Medical payments	included
Uninsured motorist	included
Underinsured motorist	included
Comprehensive	\$1,000 deductible
	Full glass
Collision	\$1,000 deductible

Summary of Insurance

Prepared: 3/10/2020

Coverages as of: 2/19/2020

For: **Berkshire WELCO LLC DBA Find By: Wheeler & Taylor, Inc**
The Pass

1345 North Main St.
Sheffield, MA 01257

333 Main St.
Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff date	Exp date	Premium
Commercial General Liability	Topa Insurance Company	CTK-0004163-00	12/13/2019	12/13/2020	\$91,886.00

Loc 2, Building 1

1375 North Main St., Sheffield, MA 01257

Claims Basis: Occurrence

General Aggregate applies per: Policy

Coverage	Limits
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$100,000
Medical Expense (Any One Person)	\$5,000
Employee Benefits	\$1,000,000

Other Coverage:

Property Damage Deductible:
 Bodily Injury Deductible:
 Deductible:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
2	1	Sales Retail/Wholesale	15699	18,000,000	Gross Sales - Per \$1,000/Sales
2	2	Payroll		0	Payroll - Per \$1,000/Pay
2	3	Employees when they Open		20	Other

Forms and Endorsements:

Additional Interests:

International Liability Exposure Supplement:

Coverage	Limits
Foreign Sales	Occurrence Aggregate Excess
Contract cost	Occurrence Aggregate Excess
Contingent auto	Occurrence Excess
Employers liability	Number of foreign owned autos: Occurrence Excess
Employers responsibility	Medical AD&D
Employers medical and AD&D	Number of employees: Number of trips: Duration (average length of stay):

Summary of Insurance

Prepared: 3/10/2020
Coverages as of: 2/19/2020

For: **Berkshire WELCO LLC DBA Find By: Wheeler & Taylor, Inc**
The Pass
1345 North Main St. 333 Main St.
Sheffield,MA 01257 Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff date	Exp date	Premium
Commercial General Liability	Topa Insurance Company	CTL-0002144-00	12/13/2019	12/13/2020	\$46,688.00

Loc 1, Building 1
1345 North Main St., Sheffield, MA 01257

General Aggregate applies per: Policy

Coverage	Limits
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Each Occurrence	
Damage to Rented Premises (Each Occurrence)	
Medical Expense (Any One Person)	
Employee Benefits	
PROFESSIONAL LIABILITY SUBLIMI	\$50,000

Other Coverage:

Property Damage Deductible:
Bodily Injury Deductible:
Deductible:

Hazard Schedule

Loc #	Hazard #	Classification	Class Code	Exposure	Premium Basis
1	1	Mutiple Operations	15699	18000000	Gross Sales - Per \$1,000/Sales

Contract cost	Occurrence Aggregate Excess
Contingent auto	Occurrence Excess Number of foreign owned autos:
Employers liability	Occurrence Excess
Employers responsibility Employers medical and AD&D	

Summary of Insurance

Prepared: 3/10/2020

Coverages as of: 2/19/2020

For: Berkshire WELCO LLC DBA Find By: Wheeler & Taylor, Inc

The Pass

1345 North Main St.

Sheffield, MA 01257

333 Main St.

Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff date	Exp date	Premium
Cyber Liability	Topa Insurance Company	CTK-0004163-00	12/13/2019	12/13/2020	\$91,886.00

Summary of Insurance

Prepared: 3/10/2020

Coverages as of: 2/19/2020

For: **Berkshire WELCO LLC DBA Find The Pass**
1345 North Main St.
Sheffield, MA 01257

By: **Wheeler & Taylor, Inc**
333 Main St.
Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff Date	Exp Date	Premium
Property	Topa Insurance Company	CTK-0004163-00	12/13/2019	12/13/2020	\$91,886.00

Loc 1, Building 1

1345 North Main St. Sheffield, MA 01257

Subjects of Insurance	Limits	Valuation
Business Personal Property	\$50,000	Replacement Cost
Cause of Loss	Special (Including theft)	
Coins %	80%	
Deductible	5,000	

Loc 2, Building 1

1375 North Main St. Sheffield, MA 01257

Subjects of Insurance	Limits	Valuation
Business Personal Property	\$500,000	Replacement Cost
Cause of Loss	Special (Including theft)	
Coins %	80%	
Deductible	5,000	
Business Personal Property	\$1,500,000	Replacement Cost
Cause of Loss	Special (Including theft)	
Coins %		
Deductible	5,000	

Business Income with Extra Expense \$3,000,000

Cause of Loss Special (Including theft)
Coins %
Deductible 5,000

Loc 2, Building 2

1375 North Main St. Sheffield, MA 01257

Subjects of Insurance	Limits	Valuation
Building	\$1,500,000	Replacement Cost

Cause of Loss Special (Including theft)
Coins % 80%
Deductible 5,000

Business Personal Property	\$75,000	Replacement Cost
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Cause of Loss Special (Including theft)
Coins % 80%
Deductible 5,000

Business Personal Property	\$1,500,000
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Cause of Loss Special (Including theft)
Coins %
Deductible 5,000

Business Income with Extra Expense	\$2,000,000
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Cause of Loss Special (Including theft)
Coins %
Deductible 5,000

Business Personal Property	\$393,600
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Cause of Loss Special (Including theft)
Coins %
Deductible 5,000

Loc 2, Building 3

1375 North Main St. Sheffield, MA 01257

Subjects of Insurance	Limits	Valuation
Business Personal Property	\$25,000	Replacement Cost
Cause of Loss	Special (Including theft)	
Coins %	80%	
Deductible	5,000	
Building	\$400,000	Replacement Cost
Cause of Loss	Special (Including theft)	
Coins %	80%	
Deductible	5,000	
Business Income with Extra Expense	\$2,000,000	
Cause of Loss	Special (Including theft)	
Coins %		
Deductible	5,000	
Business Personal Property	\$1,500,000	
Cause of Loss	Special (Including theft)	
Coins %		
Deductible	5,000	
Business Personal Property	\$196,800	
Cause of Loss	Special (Including theft)	
Coins %		
Deductible	5,000	

Loc 3, Building 1

93 Ashley Falls Rd. Sheffield, MA 01257

Subjects of Insurance	Limits	Valuation
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Summary of Insurance

Prepared 3/10/2020
Coverages as of 2/19/2020

For: **Berkshire WELCO LLC DBA Find The Pass**
1345 North Main St.
Sheffield,MA 01257

By: **Wheeler & Taylor, Inc**
333 Main St.
Great Barrington, MA 01230

Coverage	Company	Policy Number	Eff date	Exp date	Premium
Commercial Umbrella	Topa Insurance Company	CTX-0001129-00	12/13/2019	12/13/2020	\$8,500.00

Named Insured Schedule:

Berkshire WELCO LLC DBA Find The Pass

Limits of Liability

Each Occurrence \$4,000,000
Retained Limit

Employee Benefits Liability

Claims Made Form-- Retro Date

Each Employee
Aggregate
Retained Limit

Underlying Liability Limits

Auto		CSL Each Accident
		BI Each Accident
	\$1,000,000	BI Each Person
		PD Each Accident
General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Prod Comp Ops Aggregate
	\$1,000,000	Personal & Adv Injury
	\$300,000	Damage to Rented Premises
	\$15,000	Medical Expense
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee

Summary of The Pass Business Plan: Retail

Overview

Berkshire Welco, LLC (a.k.a. The Pass) opened our dispensary in Sheffield, MA July 2020 that will be collocated with our cultivation and manufacturing operations. To add the new manufacturing license to operations, it will require CapEx of approximately \$2,000,000 which will be the purchasing of the building, the buildout and equipment. The funds for this additional license will come from equity funds raised from investors and any cash flow produced by our dispensary and current wholesale production.

Product

The production facility will primarily source products that are grown and produced internally but will also produce finished goods from some third-party vendors. The costs of the product to be sourced internally is captured within the cultivation and production numbers on the company's P&L and thus those costs will not appear here.

Costs to Become Operational

The startup cost from licensure to opening of the dispensary is broken down by expense:

- Upfront Production Inventory Costs prior to opening: \$250,000
- Fixed General and Administrative Costs (G&A): \$15,000
- Capital Expenditures (CapEx): \$1,700,000
- Wages and Benefits: \$89,000
- Total Startup Cost: \$1,970,000

The lease expense is an estimated \$11,375 per month for the first 5 years of the lease. Annually, the leasehold is approximately \$136,500.

Licensing fees for the application for \$1,500; annual licensing fees amount to \$3,500 (. Total state licensing fees to become operational equal \$5,000.

Site buildout including engineering and architectural costs, fixtures, equipment, security costs, sitecontrol, aesthetic modifications and production equipment are estimated for the site at \$700,000.

Legal and application expenses associated with opening the dispensary are estimated at \$52,000.

Wages and Benefits for a full time Dispensary Manager, Assistant Manager, Front Desk, two Customer Consultants and two Delivery People prior to opening are estimated at \$89,000. The business will be overseen by our President and our CEO.

Figure 1: Itemized Expenses Until Opening

Item	Expenses Through licensing (6 month)
Lease	\$68,250
Licensing / Application Fees (Incl. Legal)	\$52,000

Site Buildout & Control	\$250,000
Equipment	\$450,000
Inventory	\$250,000
Fixed General and Administrative	\$15,000
Wages and Benefits	\$89,000
Total	\$1,174,250

As of February 28, 2021 The Pass is showing a balance from sales activity and various equity capital investors of \$3,010,165 across six bank accounts which is enough to secure and begin operations on 39,000 ft² of manufacturing space at the proposed Sheffield, MA site at 34 Home Road. The Pass plans to secure up to \$11.8M in equity capital over the past 3 years that has given the entity 100% of the total costs to operate in working capital and to expand.

Figure 2: Capitalization: To-Date and Projected until open

<u>Capital Sources</u>	<u>Capital (\$)</u>
Investor Capital	\$11,876,552
Expected Additional Capital	\$450,000.00
Total Capital: Projected	\$12,326,552

Working Capital

The Pass is showing a balance of approximately \$3,010,000 i.e. “Working Capital below.” That amount is approximately 3.38x above the total outlay described in the previous subsection and enough to buffer the company against delays or losses. See Figure 3 (below).

Figure 3: Working Capital

<u>Capital Sources</u>	<u>Capital (\$)</u>
Capitalization: Current	\$3,010,165
Capitalization: Projected	\$450.000
Total Capitalization (Fig. 2)	\$12,326,552
Total Startup Expenses Manufacturing (Fig. 1)	\$1,174,250
Working Capital (Fig. 2 – Fig. 1)	\$11,062,302

Working Capital (Fig. 2 – Fig. 1)	\$2,285,915.
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Three Year Profit and Loss Statement

Over the period of 2H 2018 through 2021 The Pass has secured over \$11M in capital investment. The dispensary is producing approximately \$1M in revenue and we anticipate that to increase dramatically to approximately \$2M per month in the upcoming summer months. This capital has provided the resources to complete and bring to full operations our indoor cultivation, dispensary and our current lab & manufacturing facility. With the additional secured capital we will be procuring a 39,000 square ft manufacturing facility that is already fully constructed and will require minor upgrade to facilitate a second Lab & manufacturing license.

After all of this capital spending the company will still retain approximately **\$2,285,915** of working capital capability not including our cash flow production from the existing licenses.

Figure 4: Dispensary Operating Assumptions (Approx.)

	2021	2022	2023
Avg. Daily Visitors	269	275	280
Avg. Spend (The Pass Products) \$	100	95	90
Avg. Spend (Third Party Products) \$	21.9	21.8	21.8
Average Accessories Spend	3.71	3.71	3.71
Total Revenue	\$12,299,481	\$12,063,309	\$11,773,042

Our dispensary in Sheffield, MA opened in July 2020 and we averaged 232 customers per day. We are expecting to have an increase to 267 daily visitors in 2021, 275 in 2022 and 280 in 2023 and expect to be open 364 days per year. In 2021, we are expecting visitors to spend \$100 on products sourced from our cultivation and manufacturing operations and \$22 in third party products. In 2022 we expect \$95 in internally sourced products and \$21.90 in third-party products and in 2023 we expect \$90 in internally sourced products and \$21.80 in third-party products. In 2021 we are expecting total revenues of approximately \$12.3 million for the year, approximately \$12 million in 2022 and approximately \$11.8 million in 2023 based on expected market saturation. We expect the dispensary to continue to be profitable as we have been cash flow positive from opening.

Figure 5: Projected 3YR P&L Breakdown

	FY2021	FY2022	FY2023
Wholesale revenue:			
Dry flower	\$2,862,347	\$3,531,257	\$3,232,812
Vapor	\$1,907,753	\$3,203,450	\$3,871,220
Shatter/Wax	\$572,326	\$800,862	\$967,805
Oils	\$572,326	\$889,847	\$1,161,366
Merchandise	\$120,709	\$171,946	\$188,433
Wholesale			
Licensing	\$330,750	\$1,543,500	\$2,674,114
Total Wholesale	\$6,366,210	\$10,140,823	\$12,095,750
Retail revenue:			
Dry flower	4,594,872	4,327,162	4,019,313
Vapor	4,020,513	4,213,289	4,354,256
Shatter/Wax	1,723,077	1,708,090	1,674,714
Oils	1,148,718	1,138,727	1,116,476
Merchandise	831,097	831,097	831,097
Retail Licensing	759,500	768,600	905,850
Total Retail	13,077,778	12,986,965	12,901,706
Total Revenue	19,443,988	23,127,788	24,997,456

We began selling our selling product 3rd Qtr 2020 and open our first dispensary in July 2020 and ramped up to full production by the beginning of 2021. Overall, we expect to generate \$19,443,988 in revenues for 2021 **\$23,127,788** in revenues in 2022, and **\$24,997,456** in 2023.

Figure 6: 3YR. EBITDA

	2021	2022	2023
Revenue			
Wholesale	6,366,210	10,140,823	12,095,750
Retail	13,077,778	12,986,965	12,901,706
Total Revenue	19,443,988	23,127,788	24,997,456
COGS	10,740,588	13,186,426	14,434,048
Gross Profit	8,703,400	9,941,362	10,563,408
Operating Expenses	3,841,517	4,548,006	4,940,456
EBITDA	4,861,883	5,393,356	5,622,952

2021. In 2021, we expect to generate **\$19,443,988** in total revenue, spend \$10,740,588 in direct Cost of Goods Sold (COGs), have operating expenses of \$3,841,517 which yields EBITDA of **\$4,861,883.**

2022. In 2022, we expect to generate **\$23,127,788** in total revenue, spend \$13,186,426 in direct Cost of Goods Sold (COGs), have operating expenses of \$4,548,006 which yields EBITDA of **\$5,393,356.**

2023 In 2023, we expect to generate **\$24,997,456** in total revenue, spend \$14,434,048 in direct Cost of Goods Sold (COGs), have operating expenses of \$4,940,456 which yields EBITDA of **\$5,622,952**

Timeline: The Pass Retail Establishment

ACTIVITIES	Date	Days from Permit
Apply for Special Permit with Municipality	2/15/2021	
Apply for Manufacturing license with CCC	3/15/2021	
Received Special Permit	4/1/2021	
Close on Building	4/2/2021	1
Commence Site Development Work	4/3/2021	2
HR Manager Solidify Placement Efforts and Diversity Goals	4/3/2021	2
HR Manager Commence Placement Efforts: Local, Regional, State	4/3/2021	2
Plan Diversity Career Fair	4/3/2021	2
Purchase Retail Furnitures, Fixtures, and Equipment (FF&E)	5/15/2021	45
Schedule Purchase/Delivery of Retail Equipment	5/15/2021	45
Complete Construction: 34 Home Road	6/30/2021	90
Install/Test/Audit Security Equipment, P&Ps, and Alarm Systems	7/10/2021	100
Obtain Certificate of Occupancy	7/15/2021	105
Hold Diversity Career Fair	7/15/2021	105
Install/Test/Audit Equipment and P&Ps	7/30/2021	120
Complete Hiring of Key Staff	7/30/2021	120
Complete Training of Staff	8/15/2021	136

Receipt of FF&E	7/1/2021	91
Install FF&E	7/15/2021	105
Equipment Calibration	7/15/2021	105
Mock Training	9/1/2021	153
Mock Disposal, Emergency Recall and Safety Training	9/1/2021	153
Final Operational Training	9/15/2021	167
Approved for Operations by Department	9/15/2021	167
Startup Inventory Logged into ETS	9/15/2021	167
Fully Operational	10/1/2021	183

Staffing Plan

Diversity and Career Fair. In July 15, 2021, The Pass will organize a diversity employment focused career fair focused on local and regional job candidates for the positions of:

Processors

Packagers

MIP Associates

Production Associates

We expect full employment of each position by 7/30/2021.

The Pass has employed: Chief Executive Officer, Chief Strategy Officer, VP of Finance & Administration, and Operations Director, Processing Manager, Processing Shift Supervisor

Berkshire Welco Lab & Manufacturing Transportation of Marijuana Policy

1. Job Descriptions

- a. Chief Executive Officer: The CEO shall provide overall leadership and vision for Berkshire Welco. The CEO will work with and support the executive management team and employees to assure that Berkshire Welco is setting reasonable business and community benchmarks, achieving its goals, and fulfilling its mission. CEO duties shall include, but not be limited to, the following:
 - i. Develop, oversee, and execute a staffing plan and certain hiring protocols;
 - ii. Develop and implement personnel policies and procedures;
 - iii. Develop protocols to attract, hire, advance, discipline, and terminate employees and volunteers as needed to support Berkshire Welco's operations;
 - iv. Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
 - v. Ensure compliance with all workplace policy laws and requirements;
 - vi. Ensure compliance with Massachusetts law and regulations, including 935 CMR 500.000 in totality;
 - vii. Prepare and amend from time to time a Berkshire Welco plan to assure ongoing compliance with the provisions of 935 CMR 500.101(2)(e)(8);
 - viii. Prepare and amend from time to time a set of detailed written operating procedures to assure ongoing compliance with the provisions of 935 CMR 500.105(1);
 - ix. Keep and maintain all Berkshire Welco records and making such records available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
 - x. Working with the executive management team and the Security Officer, implement a plan to prevent the diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105;
 - xi. Working with the executive management team, implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
 - xii. Ensure that such anti-diversion plan incorporates the use of video monitoring, employee training, written guidance to employees, executive supervision, and physical inspection of the premises, among other tactics;
 - xiii. Ensure that each member of the executive management team shall attest by their signature that they have read and understand the requirements

Berkshire Welco Lab & Manufacturing Transportation of Marijuana Policy

- of 935 CMR 500.000 in totality, and shall keep a copy of such attestation within the books and records of Berkshire Welco;
- xiv. Lead Berkshire Welco's interactions with state regulators and municipal officials; and
 - xv. Working as the team leader, with other executives and employees, to review Berkshire Welco's business and community objectives, and implement plans to achieve those objectives.
- b. VP of Finance and Administration: The VP of Finance and Administration shall be a strategic individual with 7-10 years of managerial accounting and financial management experience in a rapidly growing start-up environment. The VP of Finance and Administration duties shall include, but not be limited to, the following:
- i. Direct all aspects of accounting operations, oversee all transactions related to general ledger, receivables, payables, payroll and financial reporting.
 - ii. Analyze the company's financial results with respect to profits, trends, costs and compliance with budgets. Issue regular status and ad hoc reports to senior management.
 - iii. Provide strategic guidance around capital financing options to support company growth needs.
 - iv. Develop and coordinate all relationships with lending/financial institutions.
 - v. Develop and maintain all necessary accounting policies and systems, including general ledger and financial reporting. Ensuring that all records are maintained in accordance with generally accepted accounting principles.
 - vi. Assist senior management in financial planning and results management. Work with other team members to understand revenue and cost drivers and define appropriate reports for tracking.
 - vii. Coordinate, prepare and review monthly, quarterly, and annual reports.
 - viii. Coordinate and/or prepare tax schedules, returns and information.
 - ix. Manage relationships with insurance providers and ensure compliance.
 - x. Manage all tax planning and compliance with all required federal, state, local, payroll, property and other applicable taxes.
 - xi. Manage cash flow.
 - xii. Build an accounting department as the company grows.
 - xiii. Interact with venture capital partners and board of directors.
 - xiv. Other finance and administrative duties as required.

Berkshire Welco Lab & Manufacturing Transportation of Marijuana Policy

- c. Cultivation Director: The Cultivation Director shall operate and be responsible for maintenance, staffing, and ongoing operation of the cultivation facility. The Cultivation Director's duties shall include, but not be limited to, the following:
 - i. Implement all policies and procedures relating to the cultivation facility;
 - ii. Coordinate all cultivation staff work hours, assignments, and collaborations;
 - iii. Develop a plan to meet the demands of the business;
 - iv. Coordinate repairs and maintenance;
 - v. Supervise and train cultivation employees in an ongoing capacity;
 - vi. Provide mandatory training for new cultivation employees;
 - vii. Maintain a record of space allocations;
 - viii. Work with cultivation staff to promote successful operations in all Berkshire Welco cultivation facilities;
 - ix. Maintain a database of environmental controls and conditions;
 - x. Provide pesticide control strategies and ensure IPM program effectiveness;
 - xi. Adjust all mechanical systems and cultivation operations for optimum efficiency and production; and
 - xii. Ensure quality control and testing of marijuana flower in compliance with 935 CMR 500.160.
- d. Operations Manager: The Operations Manager is responsible for implementing security policies and procedures for Berkshire Welco. The Operations Manager will maintain, implement, review, and amend such policies as required by the business. Operations Manager duties shall include, but not be limited to, the following:
 - i. Ensure compliance with all provisions of 935 CMR 500.110;
 - ii. Review and ensure proper maintenance of all security apparatus including physical, human, and technological security methods and equipment;
 - iii. Interact with state inspectors and municipal law enforcement authorities;
 - iv. Train and supervise security staff;
 - v. Develop a plan for educating employees on the strict anti-diversion policy at Berkshire Welco;
 - vi. Develop, review, and supervise the process through which Berkshire Welco will report security incidents;
 - vii. Prepare reports, in written and electronic form, relative to the maintenance of security at Berkshire Welco, and generate any reports

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- required by regulation to be provided to state regulators or law enforcement;
 - viii. Maintain current list of all authorized and registered employees working for Berkshire Welco;
 - ix. Maintain current list of all employees authorized to access designated areas of the facility;
 - x. Lead a working group comprised of the CEO, Department Directors, and any other designated personnel to ensure that current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Berkshire Welco employees and assets;
 - xi. Work with the Department Directors to ensure that all personnel complete and satisfy all background check requirements prior to performing and Berkshire Welco functionality;
 - xii. Provide staffing, shift change, and general oversight of security operations; and
 - xiii. In the event of any suspected diversion incident, perform an internal audit, referencing video surveillance, and product tracking software, to locate the time, place, and agent involved with the discrepancy, and document and report in accordance with 935 CMR 500.110(1)(m).
- e. Production Director: The Production Director is responsible for handling all post-harvest product. The Production Director shall operate and be responsible for maintenance, staffing, and ongoing operation of the production facility. The Production Director's duties shall include, but not be limited to, the following:
- i. Handling and transporting all harvested plants from cultivation rooms to the trim room;
 - ii. Handling, transporting, and disposing of all waste material from cultivation rooms;
 - iii. Supervision of trim and production capabilities;
 - iv. Delegation of tasks to Trim Specialists;
 - v. Ensuring quality control and testing of marijuana infused products in compliance with 935 CMR 500.160;
 - vi. Monitoring the status of the dry room and all product in the process of drying;
 - vii. Recording wet and dry weight for all product including flowers and trim;
 - viii. Overseeing bulk packaging, transfer, and storing in product vault;
 - ix. Preparation of product for retail and wholesale markets;
 - x. In collaboration with Inventory Manager, develop procedures for inventory management, including electronic tracking and the allocation

Berkshire Welco Lab & Manufacturing Transportation of Marijuana Policy

- of physical space, shelves, and containers within the premises including inventory protocols in compliance with 935 CMR 500.105(8) and (9); and
- xi. In collaboration with Inventory Manager, develop product scheduling to support sales and product development objectives.
- f. Director of Operations: The Director of Operations will be accountable for overseeing and integrating operations across Cultivation, Processing, Distribution, and Sales. This role provides both high-level strategy and day-to-day operational leadership by leading and collaborating with the directors of each business unit, improving operational efficiencies, and working with leadership on quarterly and annual plans and goals. The Director of Operations will be expected to interface with the owners, staff, security, law enforcement, vendors, landlords, and customers to ensure the business's growth and that all aspects of the business are in compliance with local and state regulations. Priorities include the implementation of procedures and policies; the hiring, training and supervision of departmental management; the maintenance of statistical reports as they pertain to the daily operation of the business; and the representation of the company's mission and vision to elected officials, law enforcement, media, and the general public. This position will work closely with the executive management team and department directors on forecasting, P&L management, implementing operational processes, ensuring compliance with regulations, and streamlining inventory management.
- i. Integrate operations across business units: cultivation, processing, distribution, and sales (retail and wholesale). Identify and solve operational inefficiencies and opportunities. Streamline business processes, procedures, and overall workflow to improve throughout.
 - ii. Maintain close communication and coordination with the customer facing side of Berkshire Welco's business to establish targets, develop weekly/monthly reporting procedures, and share best practices. Collaborate with dispensary manager, inventory manager, and department directors to convert sales (demand) forecasts into production and manufacturing plans.
 - iii. Maintain a strong focus on improvement of quality, scale and efficiency of operations. Source and implement equipment and technology solutions to improve operational efficiency and data analysis.
 - iv. Develop KPIs across the organization to empower decision-making to ensure business sectors are operating efficiently.

Berkshire Welco Lab & Manufacturing Transportation of Marijuana Policy

- v. Work with executive management group and department directors to build consensus on strategic objectives, goals and operational plans; discuss supply/demand, new projects, and upcoming information.
- vi. Lead weekly/monthly meetings with the management team to review forecasts and align on supply/demand plans to develop new projects.
- vii. Work closely with department directors to implement best practices, drive continuous improvement, and ensure SOPs are followed in daily processes.
- viii. Establish operational policies that promote the company vision.
- ix. Ensure compliance with all safety, security, and regulatory policies and procedures within facilities.
- x. Manage the overall welfare of the team.
- xi. Interview, recruit and hire to fill gaps in open positions in a timely manner based on operational needs.
- xii. Address company policy violations and work in conjunction with CEO and direct managers to administer disciplinary action.
- xiii. Identify, lead and develop talent to maximize individual, team, and organizational effectiveness to meet company goals.
- xiv. Provide leadership, training, guidance, and support to team members in a way that fosters continuous learning and improvement in performance of the business.
- xv. Solve problems, put out fires, handle inter-departmental communication and help ensure the ship stays afloat.
- g. Inventory Manager: At least weekly, the Inventory Manager shall record an inventory count and shall report the findings to the necessary Department Directors. Additional Inventory Management responsibilities shall include, but not be limited to, the following:
 - i. Develop and implement comprehensive inventory controls;
 - ii. Develop and implement comprehensive reporting policies to meet internal and external reporting requirements;
 - iii. Maintain all inventory records;
 - iv. Training and supervising all Associate Inventory Agents
 - v. Handle, store, label, and track all inventory; and
 - vi. Working with Department Directors, implement safe and compliant transportation protocols, including but not limited to compliance with 500.050(5)(a)

Berkshire Welco Lab & Manufacturing Transportation of Marijuana Policy

- h. Inventory Specialist: Inventory Specialists will support the daily functionality of the Inventory Manager. Additional Inventory Specialist responsibilities shall include, but not be limited to, the following:
 - i. Maintaining all records relating to inventory, including storage, transfer, audit, package, inventory levels and demand, and other records as required by the business;
 - ii. Documenting the acquisition, sale, disposal, and ending inventory counts on a daily and monthly basis;
 - iii. Ensuring that product is properly packaged, stored, labeled, maintained, and recorded within Berkshire Welco's electronic and physical systems; and
 - iv. Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12).
- i. Cultivation Specialists: Cultivation Specialists are responsible for all tasks assigned by the Cultivation Director. Cultivations Specialists report directly to the Cultivation Director, or by designation of the Cultivation Director, to Associate Cultivation Agents. Responsibilities shall include, but not be limited to, the following:
 - i. Nutrition, water, and irrigation;
 - ii. Cleaning and sterilizing;
 - iii. Pruning and potting;
 - iv. Application of pesticide and pest control;
 - v. Plant and media monitoring for mold and pest;
 - vi. Propagation; and
 - vii. Table and equipment assembly/maintenance.
- j. Cultivation Associates: Cultivation Associates participate in daily cultivation tasks. Cultivation Associates operate under the supervision of the Cultivation Director. Responsibilities shall include, but not be limited to, the following:
 - i. Perform routine maintenance and oversight of cultivation equipment, including tables, lights, HVAC, irrigation, and nutrition systems;
 - ii. Develop harvest schedules;
 - iii. At the direction of the Cultivation director, supervise all cultivation tasks, including the application of pesticides.
 - iv. Monitor, inventory, purchase, and store all cultivation supplies and order such supplies as needed; and
 - v. Report to the Cultivation Director at the close of business every day.
- k. Extraction Associates: Extraction Associates are responsible for navigating day-to-day laboratory operations. Extraction Associates report directly to the

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Production Director. Additional Extraction Associates responsibilities shall include, but not be limited to, the following:

- i. Receiving daily tasks from the Production Director;
 - ii. Working with the extraction equipment to assist with the extraction process, cleaning up equipment, and conducting general lab duties;
 - iii. Ensuring equipment is maintained regularly and products and workflow meet the necessary specifications;
 - iv. Assisting with the front-end processing of raw materials, including weighing, grinding, cleaning and general lab work;
 - v. Washing and sterilizing laboratory glassware and equipment;
 - vi. Performing some administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, and auditing products and supplies
 - vii. Responsible for inventory, recordkeeping, quality of product at all times, and maintaining inventory via seed to sale tracking; and
 - viii. Providing supervision and leadership to the Extraction Lab regarding production schedules, associated testing, continuously improving quality, reducing waste, and increasing throughput.
- l. MIP Specialists: MIP Specialists are responsible for producing marijuana infused products. MIP specialists report directly to the Production Director. Additional MIP Specialist responsibilities shall include, but not be limited to, the following:
- i. Receiving daily tasks from the Production director;
 - ii. Designing, developing, and producing Marijuana Infused Products with suitable characteristics such as dose, look, feel, taste, and texture;
 - iii. Extracting marijuana and trim;
 - iv. Maintaining and operating all MIP equipment and machinery;
 - v. Storing, curing, and packaging Marijuana Infused Products;
 - vi. Reporting to the Production Director on a daily basis with respect to quality, quantity, and expected inventory; and
 - vii. Cleaning and maintaining all furniture, fixtures, and equipment relating to MIP production.
- m. MIP Associates: MIP Associates participate in daily manufacturing tasks. MIP Associates operate under the supervision of the Production Director. Responsibilities shall include, but not be limited to, the following:
- i. Working directly with the Production Director and MIP Specialists to ensure a productive workflow;
 - ii. Supporting the MIP Team to meet all manufacturing goals set by the Production Director;
 - iii. Cleaning glassware and workspaces to ensure all sanitation requirements are met on a daily basis;

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- iv. Assisting with the production of MIPs and supporting the MIP team with formulations, mixing of products, and weighing and preparing ingredients for the manufacturing process;
 - v. Maintaining all MIP equipment and tracking all require maintenance on machinery used for the manufacturing of MIPs
 - n. Processing Associates: Processing Associates are responsible for post-harvest trimming of marijuana plants, by both mechanical and manual means. Processing Associates report directly to the Production Director. Additional Processing Associates responsibilities shall include, but not be limited to, the following:
 - i. Receiving daily tasks from the Production Director;
 - ii. Assisting in the harvest of marijuana;
 - iii. Trimming marijuana plants;
 - iv. Packaging marijuana plants;
 - v. Maintaining a sterile environment in the Trim Room;
 - vi. Cleaning and maintaining scissors and trim machines; and
 - vii. Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12)
2. Registration of Marijuana Establishment Agents
- a. Berkshire Welco shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with Berkshire Welco. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - i. Be 21 years of age or older;
 - ii. 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 another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - iii. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
 - b. An application for registration of a marijuana establishment agent shall include:
 - i. The full name, date of birth, and address of the individual;
 - ii. All aliases used previously or currently in use by the individual, including maiden name, if any;
 - iii. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;

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- iv. An attestation that the individual will not engage in the diversion of marijuana products;
 - v. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - vi. Background information, including, as applicable:
 - 1. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - 3. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - 4. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
 - vii. A nonrefundable application fee paid by Berkshire Welco; and
 - viii. Any other information required by the Commission.
- c. A Berkshire Welco executive registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Berkshire Welco seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.
- d. Berkshire Welco shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the

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establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

- e. A registration card shall be valid for one year from the date of issue and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
 - f. After obtaining a registration card for a marijuana establishment agent, Berkshire Welco shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
 - g. A Berkshire Welco agent shall carry the registration card associated with Berkshire Welco at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
 - h. A Berkshire Welco agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
3. Training - Berkshire Welco shall ensure that all Berkshire Welco agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually. Employee and Employee Training Records including agent training documents will be kept on record for review by management or a CCC agent.
4. Grounds for Immediate Dismissal
- a. Berkshire Welco shall enact a policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission
 - ii. Engaged in unsafe practices with regard to operation of Berkshire Welco, which shall be reported to the Commission
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
5. General Employment

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- a. Standard Employment Practices - Berkshire Welco offers competitive wage and benefits packages. Berkshire Welco shall develop a workplace culture that values work-life balance, transparent and accessible management, and a work ethic consistent with the cannabis program in Massachusetts.
- b. Compensation - Compensation shall be negotiated on an individual basis. Berkshire Welco shall determine compensation based on the prevailing wage in the marketplace. Compensation shall account for skill, experience, education, work history, and other lawful criteria as determined by Berkshire Welco. The CEO and executive management team shall determine compensation rates. Berkshire Welco shall at all times comply with applicable state and federal law in determining employee compensation.
- c. Compliance with Law and Regulation - Berkshire Welco's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, 935 CMR 500.000 in totality, and with laws pertaining to holidays, work hours, personal time, paid time off, confidentiality, and workplace safety. The executive management team oversees company compliance, and the CEO shall implement company policies and procedures.
- d. Work Schedules - Work schedules shall be part-time and/or full-time. Schedules will be set and classified according to the demands of the business. Berkshire Welco shall develop and implement work schedules that provide necessary duty and personnel coverage. Berkshire Welco shall determine work schedules to ensure adequate coverage on a daily basis and to diminish the likelihood of duplicate staffing or overtime coverage.
- e. Performance Reviews - At least annually, all employees shall receive performance reviews. A written review, in a form determined by the CEO, shall accompany each employee review. Such review shall be signed by the employee and shall be retained in the personnel files of the company. As determined by the CEO, reviews shall provide a reasonable evaluation of employee performance and may include scoring metrics, narrative content, and other performance methodologies.
- f. Vacation, Paid Leave, and Family Leave Policies - Berkshire Welco's leave policies will comport with all applicable state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation annually. Leave must be requested at least two weeks in advance and approved by the CEO or

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designee. Berkshire Welco anticipates observing all national holidays and will elect on an annual basis whether to observe state holidays.

- g. Disciplinary Policy - Berkshire Welco has adopted a disciplinary policy designed to provide a graduated series of corrective actions. This policy, called the “Steps” policy, is intended to improve employee performance, promote the maintenance of a cohesive and productive workplace, and prevent recurring adverse behaviors. In addressing disciplinary matters, Berkshire Welco shall apply the steps described below:
 - i. Step 1: Individual Advice and Counsel - A member of the executive management team shall individually discuss the subject conduct with the employee. The executive shall identify the offending conduct and clearly outline company expectations for resolution.
 - ii. Step 2: Written Warning - Within seven (7) days of the discussion in Step 1, the executive will prepare a document characterizing the discussion and will provide a copy of the document to the employee. The employee will sign the document, a copy of which Berkshire Welco will maintain in the personnel file.
 - iii. Step 3: Final Written Warning - Should the offending conduct persist or reoccur, a member of the executive management team will prepare a document characterizing the offending conduct and will provide a copy of the document to the employee. The document may include witness statements or reference other evidence. The document will state “Final Warning” in prominent text. The employee will sign the document, a copy of which Berkshire Welco will maintain in the personnel file. If the executive finds the offending conduct problematic, disruptive and/or harmful, or jeopardizes the health and/or safety of other employees, the executive may recommend to the CEO that the employee be removed from the workplace. The CEO shall act on any such recommendation within forty-eight (48) hours.
 - iv. Step 4: Termination of Employment - The last step is termination of employment. Berkshire Welco reserves the right to terminate if, notwithstanding the steps set forth above, employee conduct fails to comport with Berkshire Welco’s policies and procedures. Berkshire Welco reserves the right to terminate without prior notice or disciplinary action. The CEO must approve termination in writing, a copy of which Berkshire Welco will maintain in the personnel file.
 - v. Note: Nothing in this policy provides any contractual right regarding employee discipline or counseling, nor shall anything in this policy be

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construed as modifying or altering the at-will employment relationship established between Berkshire Welco and its employees.

- h. Conduct Not Subject to “Steps” Disciplinary Policy - Illegal behavior is not subject to the “Steps” policy and may be reported to local law enforcement. Intoxication, sexual harassment, bullying, theft, misappropriation of intellectual property, and like behaviors shall not be subject to the “Steps” policy and may be grounds for immediate termination.
- i. Separation of Employment - A separating employee may contact the CEO or other supervising authority to schedule an exit interview. Berkshire Welco reserves the right to refuse any such interview. The interview, if any, shall occur on or after the employee’s last day of work. BW will follow all state requirements upon terminating employees
- j. Company Property - A separating employee must return all company property at the time of separation. This shall include, but not be limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return items may result in deductions from final paycheck. An employee may be required to sign a wage deduction authorization form to facilitate the deduction of the cost of unreturned items from the final paycheck.
- k. Termination of Employee Benefits - An employee separating from Berkshire Welco is eligible to receive benefits as long as the appropriate procedures are followed. Two weeks notice must be given and the employee must work the full two work weeks. Any unused accrued vacation leave will be paid in the last paycheck.
- l. COBRA Health Insurance - Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Berkshire Welco shall provide information about employee rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) relative to the continuation of health insurance coverage.
- m. Standards Of Conduct - Berkshire Welco is committed to maintaining an environment conducive to the health and wellbeing of customers, employees, and the community. Berkshire Welco shall endeavor to provide a workplace free from harassment, bullying, and discrimination. Berkshire Welco will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, or any other trait or characteristic protected by law. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Berkshire Welco’s values and shall provide grounds for discipline, up to and including termination. Berkshire Welco policies shall prohibit any physical or verbal conduct that:

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- i. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
 - ii. Has the purpose or effect of unreasonably interfering with an employee's work performance; or
 - iii. Adversely affects an employee's employment opportunities.
 - n. Standards of Conduct - All Berkshire Welco employees shall maintain the highest degree of professional behavior. Harassment or discrimination by or against employees is strictly prohibited, and the CEO shall promptly address any offending conduct.
 - o. At-Will Employment - Unless otherwise specified in a signed writing executed by the CEO and the employee, employment at Berkshire Welco shall be at-will. The employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Each party reserves the right to end the employment.
 - p. Workplace Attire - Workplace attire must be suitable for each specific role and task. The CEO and executive management team shall determine appropriate attire and shall ensure compliance with all workplace attire requirements.
6. Alcohol, Drugs & Illegal Substance Abuse
- a. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol in the workplace and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on Company premises or while using Company vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system.
 - b. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes, by the person to whom the drugs are prescribed, or in prescribed amounts. To the extent permitted by Massachusetts state law, marijuana is exempted from the definition of "illegal drug". For purposes of this policy as it relates to the use or possession, other than "Work Required Possession". The term "Work Required Possession" means the possession for work purposes only, of Cannabis and any of its component or chemical parts, required to perform an employee's job at a duly licensed Company facility engaged in the Cannabis industry.
 - c. Notwithstanding anything stated in this policy, it shall be a violation of this policy to be impaired on the job or in the workplace, and such impairment shall be a

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violation of this policy and subject the employee to discipline, up to and including termination of employment.

- d. In addition to compliance with this policy, each employee is required to comply with all licensing or other regulatory requirements imposed by law to work in a Company facility.
- e. You must notify your supervisor if you are taking any drug or substance that would render you unable to complete your assigned work in a safe and proper manner.
- f. Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment.
- g. Employees must cooperate with the Company's investigation of possible violations of this substance abuse policy. As part of this cooperation, employees must report to their supervisor or other management personnel, or Human Resources any known or suspected violations of this policy. An employee's refusal to cooperate with an investigation conducted under this policy will subject him or her to disciplinary action, up to and including termination.

Berkshire Welco Lab & Manufacturing Safety Plan for Manufacturing

1. Workplace Safety Standards to Address COVID-19

1. Standards for Responsible Manufacturing Activities in Massachusetts - Berkshire Welco shall ensure that no activity shall occur without meeting the State mandatory Safety Standards for Workplaces as applied to manufacturing facilities. The following workplace specific safety standards are organized around four distinct categories covering Social Distancing, Hygiene Protocols, Staffing and Operations, and Cleaning and Disinfecting.

1. Social Distancing - Berkshire Welco shall establish protocols to ensure that employees can practice adequate social distancing.

1. Berkshire Welco shall ensure separation of 6 feet or more between individuals at fixed working positions, unless this distance is unsafe due to the particular nature of the work or the configuration of the workspace.

1. Manual work: workstations shall be engineered to increase distance between workers; visual distancing markers shall be installed on workstations to delineate 6 feet separations; markers shall be placed throughout facility to guide movement of individuals
2. Worker common spaces and high-density areas of facilities where workers are likely to congregate (e.g., break rooms, eating areas) shall be closed or reconfigured to allow physical distancing.
3. Where possible, designated working areas (e.g., floor, building, factory zone) shall be assigned to individuals to limit movement throughout the facility and limit contact between workers.
4. Where possible, ventilation for enclosed spaces shall be improved (e.g., open doors and windows).

Berkshire Welco Lab & Manufacturing Safety Plan for Manufacturing

2. Staff lunch and break times shall be staggered, thus regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing during any meeting.
 3. Face coverings shall be required for all workers, except where doing so may introduce a safety hazard to workers or where an individual is unable to wear a face covering due to a medical condition or disability.
 4. The use of confined spaces (e.g., elevators, control rooms, vehicles) by more than one individual at a time shall be minimized; all workers in such spaces at the same time shall be required to wear face coverings.
 5. Physical partitions separating workstations shall be installed for areas that cannot be spaced out (partitions shall be taller than a standing worker).
- ii. Hygiene Protocols - Berkshire Welco shall establish protocols to ensure that employees can maintain adequate hygiene.
1. Berkshire Welco shall ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative.
 2. Workers at workplace location shall be supplied with adequate cleaning products (e.g., sanitizer, disinfecting wipes).
 3. The regular, and not less than daily, cleaning and sanitation of all high-touch areas such as workstations, door handles, and restrooms shall be required.
 4. Visible signage shall be posted throughout the site to remind workers of the hygiene and safety protocols.
- iii. Staffing and Operations - Berkshire Welco shall establish protocols and plans to ensure that employees can perform their jobs safely.

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1. Berkshire Welco shall provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission.
2. Highly manual work shall reopen in gradual / phased approach, adjusting operations and work scheduling (working teams with different schedules or designated staggered arrival / departure time) to reduce density in the facility, minimize contact across workers, and prevent congestion.
3. Visitors and service providers on site shall be limited; shipping and deliveries shall be completed in designated areas, outside the facility if possible.
4. Everyone who comes in contact with site shall be logged to enable contact tracing, including temporary visitors (e.g., those doing material drop-offs).
5. Workers shall stay home if feeling ill.
6. Workers who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) shall be encouraged to stay home.
7. Workers shall be encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to a Berkshire Welco manager or supervisor.
8. Workers who test positive for COVID-19 shall be encouraged to disclose to a Berkshire Welco manager or supervisor for purposes of cleaning / disinfecting and contact tracing. If a Berkshire Welco manager or supervisor is notified of a positive case at the workplace, a Berkshire Welco director or member of the Executive Management Team (EMT) shall notify the local Board of Health (LBOH) in the city or town where the workplace is located and work with them to trace likely contacts in the workplace and

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advise workers to isolate and self-quarantine. Testing of other workers may be recommended consistent with guidance and / or at the request of the LBOH.

9. Notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines shall be posted.

- iv. Cleaning and Disinfecting - Berkshire Welco shall establish protocols to ensure that employees can practice adequate cleaning and disinfecting.
 1. Berkshire Welco shall conduct frequent cleaning and disinfection of site (after each shift, and more frequently if feasible).
 2. Cleaning logs shall be kept that include date, time, and scope of cleaning.
 3. The frequent disinfecting shall be conducted in/on heavy transit areas, heavy machinery and high-touch surfaces (e.g., doorknobs, handrails, shared tools, bathrooms, elevators).
 4. In event of a positive case, the workplace shall be shut down for a deep cleaning and disinfecting in accordance with current guidance.

Notwithstanding a stricter municipal or state regulation, Berkshire Welco shall identify the method of extraction (*e.g.*, Butane, Propane, CO₂) on a physical posting at all entrances of the Marijuana Establishment. The posting shall be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Berkshire Welco shall post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.

Berkshire Welco shall ensure that all product manufacturing areas are equipped with health & safety equipment, as well as ensuring that all personnel are supplied with sufficient personal protective equipment (PPE).

Berkshire Welco Lab & Manufacturing Inventory Management Policy

7. Inventory Management

1. General Inventory

- a. The purpose of Inventory Management and the Electronic Tracking System (“ETS”) is to ensure continuous traceability and chain of custody of all cannabis coming in or out of Berkshire Welco, including the legality and compliance of recipients.
- b. Department directors will ensure that Berkshire Welco’s inventory is tracked by number, weight, and amount of cannabis. This includes all cannabis that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, quarantined, has opened or breached packaging, or inventory in transit.
- c. Inventory management and the electronic tracking system (ETS) will be accurate and capable of producing, upon request, reports on all cannabis on-hand, including expired, damaged, deteriorated, mislabeled, contaminated, recalled, quarantined, opened or breached packaging, or inventory in transit. The Inventory Log Form will be established electronically with a comprehensive outline of all required inventory counts and will serve as a backup to the ETS real-time inventory. All inventory policies and procedures relevant to the receipt and distribution of cannabis are comprehensively addressed.
- d. Discrepancies identified during inventory such as, diversion, theft, loss, and any criminal action involving Berkshire Welco, or the employee will be reported to the Operations Manager and to the CCC. The Operations Manager will also report any verifiable incident of unauthorized destruction of cannabis to the CCC and law enforcement.
- e. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- f. In an effort to coordinate all inventory, Berkshire Welco will deploy Wi-Fi enabled tablets and Wi-Fi communications throughout all dedicated storage areas and inside the transport vehicle. All changes to the Inventory Log will be made electronically and in real-time and will update across the network; therefore, changes made by any authorized employee or director will be instantaneous and accurately reflect the real, on-hand inventory in different locations within the facility and in transit.

Berkshire Welco Lab & Manufacturing Inventory Management Policy

- g. Non-Electronic Backup Inventory Management. Paper logs and writing utensils will be available in all areas in the event of a Wi-Fi or equipment failure. At the resolution of such a failure or at the end of each work day, these will be collected, compiled, scanned, and recorded into the ETS system. These scanned images of the paper copies will be included in each of the required and corresponding logs. The failure itself will be noted in the Adverse Event Log.
 - h. Berkshire Welco shall:
 - i. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of manufacturing, and finished, stored marijuana products;
 - ii. Conduct a monthly inventory of marijuana in the process of manufacturing and finished, stored marijuana;
 - iii. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
 - iv. Promptly transcribe inventories if taken by use of an oral recording device.
 - i. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
 - j. Berkshire Welco shall tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
 - k. 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.
2. Handling of Marijuana
- a. Berkshire Welco shall process marijuana in a safe and sanitary manner as specified in 935 CMR 500.105(3).
 - i. Only the leaves and flowers of the female marijuana plant shall be processed.
 - ii. Material being processed shall meet all of the following requirements:
 - 1. Well cured and generally free of seeds and stems;
 - 2. Free of dirt, sand, debris, and other foreign matter;
 - 3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 4. Prepared and handled on food-grade stainless steel tables;
 - 5. Packaged in a secure area.

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- b. Berkshire Welco shall comply with the following sanitary requirements:
 - i. Any Berkshire Welco agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
 - ii. Any Berkshire Welco agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - 1. Maintaining adequate personal cleanliness; and
 - 2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
 - iii. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in Berkshire Welco production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
 - iv. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
 - v. Litter and waste shall be properly removed, 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).
 - vi. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
 - vii. There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
 - viii. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
 - ix. 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

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labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

- x. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.
 - xi. Berkshire Welco'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 Berkshire Welco's needs.
 - xii. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout Berkshire Welco. Plumbing shall properly convey sewage and liquid disposable waste from Berkshire Welco. There shall be no cross-connections between the potable and wastewater lines.
 - xiii. Berkshire Welco shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
 - xiv. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
 - xv. 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.
 - xvi. 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).
- c. Berkshire Welco shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.
3. Storage of Cannabis
- a. Berkshire Welco shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

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- b. All storage areas with cannabis shall be clear, orderly, and free from infestation by insects, rodents, birds, and other pests
 - c. Berkshire Welco storage areas shall be maintained in accordance with the security requirements of 935 CMR 500.110.
 - d. Berkshire Welco shall have separate areas for storage of marijuana that is curing, being held prior to trimming, being trimmed or packaged, or stored after packaging. Plants undergoing batch processing must be labeled and inventoried in the ETS in real-time.
 - e. Berkshire Welco shall store all cannabis in a safe and sanitary manner as specified in 935 CMR 500.105(3). See above section, Handling of Marijuana, for all practices.
4. Waste Management
- 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.
 - b. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements.
 - c. Organic material, recyclable material and solid waste generated at Berkshire Welco shall be redirected or disposed of as follows:
 - i. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
 - 1. 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 remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture 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;
 - c. Solid waste containing cannabis waste generated at Berkshire Welco shall be ground up and mixed with

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solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it 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 state agency in the state in which the facility is located.

- d. No fewer than two Berkshire Welco agents must witness and document how the marijuana waste is disposed of or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Berkshire Welco shall create and maintain a written or 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 Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Marijuana Establishments 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.
- d. Disposal of cannabis finished products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose original packaging has been tampered with, breached, or otherwise compromised will be kept in a separate enclosed, locked, monitored, temperature and humidity controlled, ventilated LAA accessible only to the Manufacturing Director, Manufacturing Technicians, and the Director of Operations.
 - i. Having this area separate will ensure that no waste material could potentially contaminate or be mixed in with sellable, clean product.
 - ii. Procedure shall provide written documentation of the disposition of the marijuana.
- e. All organic and biological material as well as spent byproducts of the manufacturing cycle will be secured and transported into the locked waste disposal area.

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- i. Spent solvents will be reclaimed and recycled to minimize all liquid waste generated on site.
 - f. Berkshire Welco shall ensure all waste disposal is in compliance with 935 CMR 500.105(12).
- 5. Transportation Between Marijuana Establishments
 - a. General Procedures
 - i. Berkshire Welco shall, as an element of its license, be licensed to transport its marijuana products to other licensed establishments, except as otherwise provided herein.
 - ii. Marijuana products may only be transported between licensed Marijuana Establishments by registered marijuana establishment agents.
 - iii. A licensed Marijuana Transporter may contract with a Berkshire Welco to transport Berkshire Welco marijuana products to other licensed Marijuana Establishments.
 - iv. Berkshire Welco and the receiving licensed Marijuana Establishments shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program. For the purposes of tracking, seeds and clones will be properly tracked and labeled in a form and manner determined by the Commission.
 - v. Any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment shall be transported back to Berkshire Welco.
 - vi. All vehicles transporting marijuana products shall be staffed with a minimum of two marijuana establishment agents. At least one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products.
 - vii. Prior to leaving Berkshire Welco for the purpose of transporting marijuana products, Berkshire Welco agent(s) shall weigh, inventory, and account for, on video, all marijuana products to be transported.
 - viii. Within eight hours after arrival at the destination Marijuana Establishment, the destination establishment shall re-weigh, re-inventory, and account for, on video, all marijuana products transported.
 - ix. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video shall show each product being weighed, the weight, and the manifest.

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- x. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
 - xi. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
 - xii. When transporting marijuana products, Berkshire Welco shall ensure that all transportation times and routes are randomized.
 - xiii. When transporting marijuana products, Berkshire Welco shall ensure that all transport routes remain within the Commonwealth.
 - xiv. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- b. Reporting
- i. Berkshire Welco agents shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
 - ii. Berkshire Welco agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.
- c. Vehicles
- i. A vehicle used for transporting marijuana products shall be:
 - 1. owned or leased by Berkshire Welco or a licensed Marijuana Transporter;
 - 2. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Berkshire Welco and shall be made available to the Commission upon request);
 - 3. equipped with an alarm system approved by the Commission;

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4. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
 - ii. Marijuana products shall not be visible from outside the vehicle.
 - iii. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of Berkshire Welco.
 - iv. When transporting marijuana products, no other products may be transported or stored in the same vehicle.
 - v. No firearms may be located within the vehicle or on a marijuana establishment agent.
- d. Storage
- i. Marijuana products shall be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products.
 - ii. The storage compartment shall be sufficiently secure that it cannot be easily removed.
 - iii. When transporting marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment.
- e. Communications
- i. Any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 1. not a mobile device that is easily removable;
 2. attached to the vehicle at all times that the vehicle contains marijuana products;
 3. monitored by Berkshire Welco during transport of marijuana products;
 4. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
 - ii. Each Berkshire Welco agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
 - iii. Secure types of communication include, but are not limited to:

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1. two-way digital or analog radio (UHF or VHF)
 2. cellular phone
 3. satellite phone
 - iv. When choosing a type of secure communications, the following shall be taken into consideration:
 1. cellular signal coverage
 2. transportation area
 3. base capabilities
 4. antenna coverage
 5. frequency of transportation
 - v. Prior to, and immediately after leaving the originating location, Berkshire Welco agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.
 - vi. If communications or the GPS system fail while on route, the Berkshire Welco agents transporting marijuana products shall return to the originating location until the communication system or GPS system is operational.
 - vii. Berkshire Welco agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
 - viii. The originating location shall have a Berkshire Welco agent assigned to monitoring the GPS unit and secure form of communication, who shall log all official communications with Berkshire Welco agents transporting marijuana products.
- f. Manifests
- i. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco agent during transportation and returned to Berkshire Welco or upon completion of the transportation.
 - ii. Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email.
 - iii. Upon arrival at the destination Marijuana Establishment, a marijuana establishment agent at the destination Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:

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1. the originating Marijuana Establishment name, address, and registration number;
 2. the names and registration numbers of the agents who transported the marijuana products;
 3. the name and registration number of the marijuana establishment agent who prepared the manifest;
 4. the destination Marijuana Establishment name, address, and registration number;
 5. a description of the marijuana products being transported, including the weight and form or type of product;
 6. the mileage of the transporting vehicle at departure from Berkshire Welco and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco;
 7. the date and time of departure from Berkshire Welco and arrival at destination Marijuana Establishment for each transportation;
 8. a signature line for the marijuana establishment agent who receives the marijuana products;
 9. the weight and inventory before departure and upon receipt;
 10. the date and time that the transported products were re-weighed and re-inventoried;
 11. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
 12. the vehicle make, model, and license plate number.
- iv. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 - v. Berkshire Welco shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.
- g. Agents
- i. Each employee or agent transporting marijuana products shall be registered as a Berkshire Welco agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate prior to transporting or otherwise handling marijuana products.
 - ii. Each Berkshire Welco agent shall carry his or her registration card at all times when transporting marijuana products, and shall

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produce his or her registration card to the Commission or law enforcement officials upon request.

- h. Berkshire Welco shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts when transporting product.

6. Inventory Control Software

- a. Berkshire Welco shall tag and track all marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
- b. Berkshire Welco embraces the use of the electronic tracking system prescribed by the CCC ("METRC") and will fully adopt an ETS real-time inventory system.
 - i. ETS Functionality: Logging, Verification, and Monitoring Transactions - Every transaction where cannabis is exchanged is recorded within both internal Inventory Logs and the ETS. This provides continuous traceability of all materials entering or leaving Berkshire Welco's custody. All transactions made between designated licensed entities are controlled and executed under the leadership of the Director of Operations. Total accountability and control of all materials minimizes risks.
 - ii. ETS: Sales of Cannabis to Licensed Retail Marijuana Establishments - All Inventory Logs and ETS counts, including Transportation Logs and Transportation Manifests and receipts will be filed with the Director of Operations through the ETS and will be stored for at least four years on the company database. Berkshire Welco will, through the ETS, and double-checking internal Inventory and Transportation Logs and records, ensure that no marijuana establishment receives a quantity of cannabis that exceeds their allotted amount sold and recorded.
 - iii. ETS: Recalled Cannabis - All inventory of recalled products will be counted directly by a department director. In the event of such recalls, all counts will be documented in the Recall Log and immediately recorded in the ETS. This will provide immediate real-time updates to the CCC and will help facilitate the transfer of recalled materials to the cultivation site for quarantine and/or destruction.
 - iv. ETS: Discrepancy Reporting and Department Notification - Should any discrepancies be identified during the inventory, it shall be immediately reported to the Director of Operations who will work

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with local law enforcement and notify the CCC by phone. The Director of Operations is responsible for directly reporting all such discrepancies.

Berkshire Welco Lab and Manufacturing Energy Efficiency and Conservation Procedures

1. Berkshire Welco Lab and Manufacturing shall have policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15).
 - a. Berkshire Welco Lab and Manufacturing shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts across the facility.
 - b. Berkshire Welco Lab and Manufacturing shall meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: Air Pollution Control, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.
2. Berkshire Welco Lab and Manufacturing has identified potential energy use reduction opportunities, which includes, but shall not be limited to:
 - a. Windows and doors replaced to increase efficiency of heating and cooling; and
 - b. Insulation in parts of the roof and ceiling replaced to increase efficiency of heating and cooling.
3. Berkshire Welco Lab and Manufacturing has considered use of solar panels on parts of the roof as a source of renewable energy generation. Berkshire Welco Lab and Manufacturing shall not add any structures or perform any work outside of the footprint of the building out of respect for the concerns of neighboring properties. The installation of solar panels will not be fiscally possible for the company initially, but the option shall be re-addressed one year after commencing operations. If it is fiscally appropriate at that time, Berkshire Welco Lab and Manufacturing shall invest in roof-mounted solar panels.
4. Berkshire Welco Lab and Manufacturing shall implement procedures to reduce electric demand that include, but shall not be limited to:
 - a. Building systems on timers to ensure no unnecessary energy usage; and
 - b. Lights will be on motion sensors to ensure no unnecessary energy usage, where available.
5. Berkshire Welco Lab and Manufacturing shall engage will energy efficiency programs offered pursuant to M.G.L. c. 25, § 21. This shall include an assessment by National Grid under the MASS SAVE program to recommend any opportunities for improved energy efficiency.

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

1. Testing of Marijuana Products and Quality Control

a. Testing of Marijuana and Marijuana Products

- i. No marijuana product, including Marijuana, will 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.
- ii. Marijuana products 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.
- iii. Every production batch will be randomly sampled and kept in separate containers to ensure each batch is kept separate for testing and transfers.
 1. Berkshire Welco Lab and Manufacturing LLC will take multiple samples and homogenize the sample to ensure a proper representation of the batch being tested.
- iv. Berkshire Welco Lab and Manufacturing LLC shall respond to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1).
 1. Policy includes:
 - a. Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.
 - b. Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
 2. The notification from the Berkshire Welco Lab and Manufacturing LLC will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
 3. The notification must be from both the Berkshire Welco

Lab and Manufacturing LLC and the Independent Laboratory.

- v. Berkshire Welco Lab and Manufacturing LLC 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 will not be dispensed, sold, transferred or otherwise conveyed until retested.
 - vi. The sale of seeds will not be subject to these testing provisions.
 - vii. Clones will also be subject to these testing provisions, but are exempt from testing for metals.
 - viii. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services shall comply with 935 CMR 500.105(13).
 - ix. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
 - x. All excess Marijuana will 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.
 - xi. 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.
 - xii. 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%).
 - xiii. 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.
- b. Submitting Products for Testing to Independent Laboratories
- i. General Procedures
 - 1. Berkshire Welco Lab and Manufacturing LLC shall transport products for testing using the same guidelines as transporting product between marijuana establishments.

2. Marijuana products to be tested shall only be transported by registered marijuana establishment agents.
3. A licensed Marijuana Transporter may contract with Berkshire Welco to transport Berkshire Welco Lab and Manufacturing LLC marijuana products to testing laboratories.
4. Any marijuana product that is undeliverable or is refused by the destination laboratory shall be transported back to Berkshire Welco Lab and Manufacturing LLC.
5. All vehicles transporting marijuana products shall be staffed with a minimum of two marijuana establishment agents. At least one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products.
6. Prior to leaving Berkshire Welco Lab and Manufacturing LLC for the purpose of transporting marijuana products, the agent(s) shall weigh, inventory, and account for, on video, all marijuana products to be transported.
7. Within eight hours after arrival at the destination laboratory, the destination establishment shall re-weigh, re-inventory, and account for, on video, all marijuana products transported.
8. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video shall show each product being weighed, the weight, and the manifest.
9. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
10. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
11. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transportation times and routes are randomized.
12. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transport routes remain within the Commonwealth.
13. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety shall be designed, maintained,

and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

ii. Reporting

1. Berkshire Welco Lab and Manufacturing LLC agents shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
2. Berkshire Welco Lab and Manufacturing LLC agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.

iii. Vehicles

1. A vehicle used for transporting marijuana products shall be:
 - a. owned or leased by Berkshire Welco Lab and Manufacturing LLC or a licensed Marijuana Transporter;
 - b. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Berkshire Welco Lab and Manufacturing LLC and shall be made available to the Commission upon request);
 - c. equipped with an alarm system approved by the Commission;
 - d. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
2. Marijuana products shall not be visible from outside the vehicle. iii. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of Berkshire Welco Lab and Manufacturing LLC.
3. When transporting marijuana products, no other products may be transported or stored in the same vehicle.
4. No firearms may be located within the vehicle or on a marijuana establishment agent.

iv. Storage

1. Marijuana products shall be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products.
2. The storage compartment shall be sufficiently secure that it cannot be easily removed.
3. When transporting marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment.

v. Communications

1. Any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 - a. not a mobile device that is easily removable;
 - b. attached to the vehicle at all times that the vehicle contains marijuana products;
 - c. monitored by Berkshire Welco Lab and Manufacturing LLC during transport of marijuana products;
 - d. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
2. Each Berkshire Welco Lab and Manufacturing LLC agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
3. Secure types of communication include, but are not limited to:
 - a. two-way digital or analog radio (UHF or VHF)
 - b. cellular phone
 - c. satellite phone
4. When choosing a type of secure communications, the following shall be taken into consideration:
 - a. cellular signal coverage
 - b. transportation area
 - c. base capabilities
 - d. antenna coverage
 - e. frequency of transportation
5. Prior to, and immediately after leaving the originating

location, Berkshire Welco Lab and Manufacturing LLC agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.

6. If communications or the GPS system fail while on route, the Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall return to the originating location until the communication system or GPS system is operational.
7. Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
8. The originating location shall have a Berkshire Welco Lab and Manufacturing LLC agent assigned to monitoring the GPS unit and secure form of communication, who shall log all official communications with Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products.

vi. Manifests

1. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.
2. Prior to transport, the manifest shall be securely transmitted to the destination laboratory by facsimile or email.
3. Upon arrival at the destination laboratory, a Berkshire Welco Lab and Manufacturing LLC agent at the destination laboratory shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:
 - a. the originating Marijuana Establishment name, address, and registration number;
 - b. the names and registration numbers of the agents who transported the marijuana products;

- c. the name and registration number of the marijuana establishment agent who prepared the manifest;
 - d. the destination Marijuana Establishment name, address, and registration number;
 - e. a description of the marijuana products being transported, including the weight and form or type of product;
 - f. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
 - g. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;
 - h. a signature line for the marijuana establishment agent who receives the marijuana products;
 - i. the weight and inventory before departure and upon receipt;
 - j. the date and time that the transported products were re-weighed and re-inventoried;
 - k. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
 - l. the vehicle make, model, and license plate number.
- 4. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 - 5. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.

vii. Agents

- 1. Each employee or agent transporting marijuana products shall be registered as a Berkshire Welco Lab and Manufacturing LLC agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate prior to transporting or

otherwise handling marijuana products.

2. Each Berkshire Welco Lab and Manufacturing LLC agent shall carry his or her registration card at all times when transporting marijuana products, and shall produce his or her registration card to the Commission or law enforcement officials upon request.
- viii. Berkshire Welco Lab and Manufacturing LLC shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts when transporting product.
- c. Quality Control
 - i. In addition to the policies and procedures for product testing for contaminants in compliance with 935 CMR 500.160, Berkshire Welco Lab and Manufacturing LLC shall implement quality control policies and procedures to ensure that products being sold to customers are at the standards that Berkshire Welco Lab and Manufacturing LLC and the Commission have set.
 - ii. Berkshire Welco Lab and Manufacturing LLC shall engage in practices that ensure compliance with health and sanitation standards in all areas where marijuana is stored and handled.
 - iii. Berkshire Welco Lab and Manufacturing LLC will process the leaves and flowers of the female marijuana plant only, which will be:
 1. Well cured and free of seeds and stems;
 2. Free of dirt, sand, debris, and other foreign matter;
 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000, and, if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X - Minimum Sanitation Standards for Food Establishments*;
 4. Prepared and handled on food-grade stainless steel tables with no contact with agents' bare hands; and
 5. Packaged in a secure area.
 - iv. Any Berkshire Welco Lab and Manufacturing LLC agent whose job includes contact with marijuana or nonedible marijuana products shall comply with the following sanitary requirements, as required by 935 CMR 500.105:
 - v. All Berkshire Welco Lab and Manufacturing LLC agents working in direct contact with marijuana or marijuana products will comply with requirements for food handlers specified in 105 CMR 300.00: *Reportable Disease, Surveillance, and Isolation and Quarantine Requirements*;
 - vi. Any Berkshire Welco Lab and Manufacturing LLC agent working in

direct contact with marijuana shall conform to sanitary practices while on duty, including:

1. Maintaining adequate personal cleanliness; and
 2. Washing hands appropriately.
- vii. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
 - viii. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
 - ix. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste to attract and harbor pests.
 - x. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
 - xi. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
 - xii. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. Toxic products will not be stored in an area containing products used in the cultivation of marijuana.
 - xiii. The water supply shall be sufficient for necessary operations. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. Berkshire Welco Lab and Manufacturing LLC shall provide its employees with adequate, readily accessible toilet facilities, to be maintained in a sanitary condition and in good repair.
 - xiv. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Berkshire Welco Lab and Manufacturing Diversity Plan

The Plan below will apply to Berkshire Welco Lab and Manufacturing LLC at 34 Home Rd in Sheffield.

Introduction

Berkshire Welco Lab and Manufacturing LLC (or “the Company”) believes in creating and sustaining a robust policy of inclusivity and diversity and that diversity in the workforce is key to the integrity of a company’s commitment to its community. This plan is designed to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ individuals in operations of our business. Berkshire Welco Lab and Manufacturing LLC will make every effort to employ and advance in employment qualified and diverse people at all levels within the Company. Based in the rural Berkshires, Berkshire Welco Lab and Manufacturing LLC may have some challenges to achieving workplace diversity, but the Company is nonetheless committed to diversity in all elements of its operations.

Diversity Goals

Berkshire Welco Lab and Manufacturing LLC is committed to building a diverse organization that fosters inclusivity and provides equal opportunity for all of its employees to advance and improve their careers within the Company. Berkshire Welco Lab and Manufacturing LLC will develop and maintain a diverse, aware and inclusive working environment through its: 1) targeted recruitment efforts; 2) employee training and development program; and 3) the responsible oversight of the Company’s Diversity Committee (“the Committee”). The Company’s long-term goal is to employ a workforce that is at least 50% composed of diverse individuals (minorities, women, people identifying as LGBTQ+, veterans, and persons with disabilities), and to retain and advance those employees within the Company.

Berkshire Welco Lab and Manufacturing LLC shall hire the following:

- 50% Women;
- 35% Minorities;
- 5% LGBTQ+;
- 5% Veterans; and
- 5% persons with disabilities

Diversity Programs

Recruiting a Diverse Workforce

Berkshire Welco Lab and Manufacturing LLC is dedicated to creating a diverse culture with a commitment to equal employment for all individuals. Berkshire Welco Lab and Manufacturing LLC’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants for employment and will include the following steps:

- Developing partnerships with community organizations serving minorities, women, LGBTQ+ individuals, veterans, and persons with disabilities for employment referrals. These organizations will likely be based throughout the Berkshires, but we will make special efforts in the City of Pittsfield. The Company's initial community partners are identified below;
- Providing briefings to representatives from recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Working with our community partners, participating in career day programs and/or job fairs in Pittsfield at least twice per year in each municipality and encouraging Berkshire Welco Lab and Manufacturing LLC's diverse employees to participate whenever possible;
- Establishing recruitment efforts at higher learning institutions including Berkshire Community College, acknowledging that only individuals 21 years of age or older will be considered for recruitment; and
- Ensuring that job openings are sent to community partners.

With respect to community partners, Berkshire Welco Lab and Manufacturing LLC has already fostered relationships with the following entities, who will work collaboratively with the Company to ensure that the diversity goals expressed in this plan are met or exceeded:

- Berkshire Resources for Integration of Diverse Individuals through Education ("BRIDGE")
– A women and minority-run non-profit, grassroots organization dedicated to advancing equity and justice by promoting cultural competence, positive psychology, and mutual understanding and acceptance. BRIDGE's advocacy efforts have led to the adoption of policies and practices in Berkshire towns and businesses to support equity and justice.
- MA LGBT Chamber of Commerce
– The Massachusetts LGBT Chamber of Commerce is a small, lean non-profit powered by hundreds of brilliant LGBT-owned businesses and the Commonwealth's largest, most innovative, and profitable corporations. We have one goal: cultivate inclusive relationships to drive economic impact.

Berkshire Welco Lab and Manufacturing LLC intends to leverage the vast networks of its community partners to increase visibility of the Company within the diverse communities of the Berkshires and also to better identify diverse individuals for employment at the Company.

Berkshire Welco Lab and Manufacturing LLC has retained THC Staffing Group as an outside check on the company's internal policies and attainment of goals. THC Staffing Group is a national staffing organization that does diverse recruiting for the cannabis industry. They will review the following written policies and documentation:

- Hiring
- Training
- Retention

- Workplace Culture
- Anti-Retaliation and Harassment Reporting
- Internal Investigations
- Agreements: NDA, Arbitration, Non-competes
- Pay Equity
- Promotion and Demotion
- Termination and Layoffs

These conclusions will be written in a report and sent to the Executive Management Team for purposes of auditing and evaluating the plans and their results.

They will also offer suggestions for incorporating diverse workforce into the company's strategic business plans, examining specific company goals and how they can be compatible for the objectives and for ongoing workforce hiring, retention, and development.

Employee Retention, Training and Development

Berkshire Welco Lab and Manufacturing LLC will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. Berkshire Welco Lab and Manufacturing LLC will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions. Berkshire Welco Lab and Manufacturing LLC will instruct managers and supervisors to refer employees seeking career counseling to the Human Resources Manager.

Berkshire Welco Lab and Manufacturing LLC's diversity awareness training emphasizes the Company's zero-tolerance commitment against harassment and discrimination, and strict adherence to take corrective action should any issues, concerns, or complaints arise. All employees will be required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo annual diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Dissemination of information about the Diversity Plan will include the following:

- Inclusion of the Equal Employment Opportunity and Reasonable Accommodation Statement in the Employee Handbook;

- Inclusion of zero-tolerance policies against harassment, discrimination, bullying, and other actions;
- Postings in suitable areas for employee communication;
- Annual diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Diversity Committee Oversight

Berkshire Welco Lab and Manufacturing LLC will establish the Diversity Committee to assist the executive management team and the Human Resources Manager with the implementation, growth and regular review of the Diversity Plan. The initial members of the Committee will be selected by the executive management team based on their diverse status and their personal commitments to diversity. Additional members of the Committee may be added at the discretion of the executive management team.

The Committee will be responsible for:

- Developing Equal Employment Opportunity (“EEO”) statements, policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan;
- Assisting in the identification of problematic areas for EEO, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to equal opportunity and fair treatment of all employees;
- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a Company culture that fosters diversity;
- Keeping the Company informed of equal opportunity progress through quarterly reports;
- Reviewing the Diversity Plan with management at all levels of the organization to ensure that the Diversity Plan is understood; and
- Auditing internal and external job postings to ensure information is in compliance with the Diversity Plan and other Company diversity policies and procedures.

Diversity Measurement

The Human Resources Manager will be responsible for auditing the Diversity Plan. The Human Resources manager will develop an annual audit report (“Annual Audit Report”) setting forth the Company’s performance in fulfilling the goals of the Diversity Plan. The Annual Audit Report will Contain:

- Employment data, including information on minority, women, disabled, LGBTQ+, and veteran representation in the workforce in all job classifications; average salary ranges;

recruitment and training information (all job categories); and retention and outreach efforts;

- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by the Company to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by the Company;
- Data tracking the Company's participation at career day programs and/or job fairs in Pittsfield (e.g., identities of Company employees who participated, identities of candidates who expressed interest in employment with the Company through use of a sign-in sheet, documentation of follow-up contacts with interested candidates);
- Other information deemed necessary or desirable to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category:
 - The total number of persons employed;
 - The total number of men employed;
 - The total number of women employed;
 - The total number of veterans;
 - The total number of individuals identifying as LGBTQ+;
 - The total number of service-disabled veterans; and
 - The total number of members of each racial minority employed.

The Annual Audit Report will enable the Human Resources Manager to track the Company's progress toward its long-term diversity hiring goal of a workforce at least 25% composed of diverse individuals. The Human Resources Manager, working with the Diversity Committee, will track the Company's progress toward its long-term Diversity Hiring using intermediate diversity hiring targets for years 1-4 of its operation. Those intermediate targets are:

Commencement of Operations: minimum 10% diverse individual employment.

End of Year 1: minimum 15% diverse individual employment.

End of Year 2: minimum 20% diverse individual employment.

End of Year 3: minimum 25% diverse individual employment.

End of Year 4: minimum 25% diverse individual employment.

These short-term metrics and oversight by the Human Resources Manager will ensure that Berkshire Welco Lab and Manufacturing LLC is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if targets are not met. The Annual Audit Report will include data and commentary discussing the Company's achievement of its intermediate diversity hiring goals and, if necessary, provide for corrective actions if the Company is falling short of those goals. The Human Resources Manager, with support from the Diversity

Committee, would be responsible for implementing any such corrective actions. Berkshire Welco Lab and Manufacturing LLC acknowledges that the progress or success of The Plan must be documented upon license renewal.

Diversity Plan Acknowledgments

Berkshire Welco Lab and Manufacturing LLC pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Berkshire Welco Lab and Manufacturing LLC likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Berkshire Welco Lab and Manufacturing LLC will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

Berkshire Welco Lab & Manufacturing Age Restriction Policy

Berkshire Welco Lab & Manufacturing LLC Age Restriction Policy

1. General Procedures - Berkshire Welco Lab and Manufacturing LLC shall implement sufficient safety measures to deter and prohibit any access to anyone under the age of 21 years of age. Berkshire Welco Lab and Manufacturing LLC has established clear and written direction on prohibiting all access to anyone under the age of 21 through the policies and procedures outlined within the Standard Operating Procedures. All employees are fully trained on these procedures and security measures taken to protect the premises, employees, consumers and general public shall include, but not be limited to, the following:
 - a. Utilization of software, hardware, and employee security training to positively identify individuals seeking access to the premises of Berkshire Welco Lab and Manufacturing LLC or to whom marijuana products are being transported, pursuant to 935 CMR 500.105(14), in order to limit access solely to individuals 21 years of age or older.
 - b. Berkshire Welco Lab and Manufacturing LLC shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with Berkshire Welco Lab and Manufacturing LLC. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall be 21 years of age or older.
2. Diversion
 - a. Diversion is defined as the instance of turning something aside from its intended course. In the context of adult-use cannabis and the dispensary this can occur in several ways.
 - i. Internal Diversion - Agent removes cannabis products from the facility without paying and/or without the products being properly logged in the Seed-to-Sale tracking system and/or Metrc.
 - ii. External Diversion - Agent purchases or procures cannabis products for any person under 21 years of age, and/or purchases or

Berkshire Welco Lab & Manufacturing Age Restriction Policy

procures cannabis products with the intent of selling the products to another individual or party.

- iii. Customer Diversion - Customer purchases cannabis products for any person under 21 years of age, and/or purchases cannabis products with the intention of selling the products to another individual or party.

- 3. Advertising - Berkshire Welco Lab and Manufacturing LLC shall engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public shall include the statement "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement:

- i. This product may cause impairment and may be habit forming.
 - ii. Marijuana can impair concentration, coordination and judgment.
Do not operate a vehicle or machinery under the influence of this drug.
 - iii. There may be health risks associated with consumption of this product.
 - iv. For use only by adults 21 years of age or older. Keep out of the reach of children.
 - v. Marijuana should not be used by women who are pregnant or breastfeeding.
- b. Sponsorship of a charitable, sporting or similar event, except that advertising, marketing, and branding at or in connection with such an event is prohibited unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data.

Berkshire Welco Lab & Manufacturing Age Restriction Policy

- c. Advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.
- d. Advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old.
- e. Advertising, marketing, and branding including, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old.

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

8. Testing of Marijuana Products and Quality Control

1. Testing of Marijuana and Marijuana Products
 - a. No marijuana product, including Marijuana, will 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.
 - b. Marijuana products 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.
 - c. Every production batch will be randomly sampled and kept in separate containers to ensure each batch is kept separate for testing and transfers.
 - i. Berkshire Welco Lab and Manufacturing LLC will take multiple samples and homogenize the sample to ensure a proper representation of the batch being tested.
 - d. Berkshire Welco Lab and Manufacturing LLC shall respond to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1).
 - i. Policy includes:
 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.
 - ii. The notification from the Berkshire Welco Lab and Manufacturing LLC will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
 - iii. The notification must be from both the Berkshire Welco Lab and Manufacturing LLC and the Independent Laboratory.
 - e. Berkshire Welco Lab and Manufacturing LLC shall maintain the results of all testing for no less than one year. Testing results shall be valid for a

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and will not be dispensed, sold, transferred or otherwise conveyed until retested.

- f. The sale of seeds will not be subject to these testing provisions.
 - g. Clones will also be subject to these testing provisions, but are exempt from testing for metals.
 - h. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services shall comply with 935 CMR 500.105(13).
 - i. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
 - j. All excess Marijuana will 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.
 - k. 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.
 - l. 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%).
 - m. 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.
2. Submitting Products for Testing to Independent Laboratories
- a. General Procedures
 - i. Berkshire Welco Lab and Manufacturing LLC shall transport products for testing using the same guidelines as transporting product between marijuana establishments.
 - ii. Marijuana products to be tested shall only be transported by registered marijuana establishment agents.
 - iii. A licensed Marijuana Transporter may contract with Berkshire Welco Lab and Manufacturing LLC to transport Berkshire Welco Lab and Manufacturing LLC marijuana products to testing laboratories.

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

- iv. Any marijuana product that is undeliverable or is refused by the destination laboratory shall be transported back to Berkshire Welco Lab and Manufacturing LLC.
- v. All vehicles transporting marijuana products shall be staffed with a minimum of two marijuana establishment agents. At least one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products.
- vi. Prior to leaving Berkshire Welco Lab and Manufacturing LLC for the purpose of transporting marijuana products, the agent(s) shall weigh, inventory, and account for, on video, all marijuana products to be transported.
- vii. Within eight hours after arrival at the destination laboratory, the destination establishment shall re-weigh, re-inventory, and account for, on video, all marijuana products transported.
- viii. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video shall show each product being weighed, the weight, and the manifest.
- ix. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
- x. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
- xi. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transportation times and routes are randomized.
- xii. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transport routes remain within the Commonwealth.
- xiii. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

b. Reporting

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

- i. Berkshire Welco Lab and Manufacturing LLC agents shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
 - ii. Berkshire Welco Lab and Manufacturing LLC agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.
- c. Vehicles
 - i. A vehicle used for transporting marijuana products shall be:
 - 1. owned or leased by Berkshire Welco Lab and Manufacturing LLC or a licensed Marijuana Transporter;
 - 2. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Berkshire Welco Lab and Manufacturing LLC and shall be made available to the Commission upon request);
 - 3. equipped with an alarm system approved by the Commission;
 - 4. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
 - ii. Marijuana products shall not be visible from outside the vehicle.
 - iii. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of Berkshire Welco Lab and Manufacturing LLC.
 - iv. When transporting marijuana products, no other products may be transported or stored in the same vehicle.
 - v. No firearms may be located within the vehicle or on a marijuana establishment agent.
- d. Storage
 - i. Marijuana products shall be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products.
 - ii. The storage compartment shall be sufficiently secure that it cannot be easily removed.
 - iii. When transporting marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment.

e. Communications

- i. Any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 1. not a mobile device that is easily removable;
 2. attached to the vehicle at all times that the vehicle contains marijuana products;
 3. monitored by
Berkshire Welco Lab and Manufacturing LLC during transport of marijuana products;
 4. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
- ii. Each Berkshire Welco Lab and Manufacturing LLC agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
- iii. Secure types of communication include, but are not limited to:
 1. two-way digital or analog radio (UHF or VHF)
 2. cellular phone
 3. satellite phone
- iv. When choosing a type of secure communications, the following shall be taken into consideration:
 1. cellular signal coverage
 2. transportation area
 3. base capabilities
 4. antenna coverage
 5. frequency of transportation
- v. Prior to, and immediately after leaving the originating location, Berkshire Welco Lab and Manufacturing LLC agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.
- vi. If communications or the GPS system fail while on route, the Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall return to the originating location until the communication system or GPS system is operational.
- vii. Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall contact the originating location when

Berkshire Welco Lab & Manufacturing Quality Control and Testing Policy

stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

- viii. The originating location shall have a Berkshire Welco Lab and Manufacturing LLC agent assigned to monitoring the GPS unit and secure form of communication, who shall log all official communications with Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products.

f. Manifests

- i. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.
- ii. Prior to transport, the manifest shall be securely transmitted to the destination laboratory by facsimile or email.
- iii. Upon arrival at the destination laboratory, a Berkshire Welco Lab and Manufacturing LLC agent at the destination laboratory shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email.

This manifest shall, at a minimum, include:

1. the originating Marijuana Establishment name, address, and registration number;
2. the names and registration numbers of the agents who transported the marijuana products;
3. the name and registration number of the marijuana establishment agent who prepared the manifest;
4. the destination Marijuana Establishment name, address, and registration number;
5. a description of the marijuana products being transported, including the weight and form or type of product;
6. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
7. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;

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8. a signature line for the marijuana establishment agent who receives the marijuana products;
 9. the weight and inventory before departure and upon receipt;
 10. the date and time that the transported products were re-weighed and re-inventoried;
 11. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
 12. the vehicle make, model, and license plate number.
 - iv. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 - v. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.
 - g. Agents
 - i. Each employee or agent transporting marijuana products shall be registered as a Berkshire Welco Lab and Manufacturing LLC agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate prior to transporting or otherwise handling marijuana products.
 - ii. Each Berkshire Welco Lab and Manufacturing LLC agent shall carry his or her registration card at all times when transporting marijuana products, and shall produce his or her registration card to the Commission or law enforcement officials upon request.
 - h. Berkshire Welco Lab and Manufacturing LLC shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts when transporting product.
3. Quality Control
- a. In addition to the policies and procedures for product testing for contaminants in compliance with 935 CMR 500.160, Berkshire Welco Lab and Manufacturing LLC shall implement quality control policies and procedures to ensure that products being sold to customers are at the standards that Berkshire Welco Lab and Manufacturing LLC and the Commission have set.

Berkshire Welco Lab & Manufacturing Record Keeping Policy

Berkshire Welco Lab & Manufacturing Record Keeping Policy

9. Record Keeping

1. General Record Keeping - Records of Berkshire Welco Lab and Manufacturing LLC shall be available for inspection by the Commission, upon request. The records of Berkshire Welco Lab and Manufacturing LLC shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
 - a. Written operating procedures as required by 935 CMR 500.105(1);
 - b. Inventory records as required by 935 CMR 500.105(8);
 - i. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - ii. Berkshire Welco Lab and Manufacturing LLC shall:
 1. Establish, utilize, and maintain inventory control systems and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
 2. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
 3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
 4. Promptly transcribe inventories if taken by use of an oral recording device.
 - iii. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
 - iv. Berkshire Welco Lab and Manufacturing LLC shall tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

Berkshire Welco Lab & Manufacturing Record Keeping Policy

- v. 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.
- c. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- d. The following personnel records:
 - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each Berkshire Welco Lab and Manufacturing LLC agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Berkshire Welco Lab and Manufacturing LLC and shall include, at a minimum, the following:
 - 1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 2. employment agreement, if any;
 - 3. Documentation relating to compensation, including a statement of graduated compensation by date and pay rate;
 - 4. Documents relating to background investigation, including CORI reports;
 - 5. documentation of verification of references;
 - 6. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 7. 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;
 - 8. documentation of periodic performance evaluations;
 - 9. a record of any disciplinary action taken; and
 - 10. notice of completed responsible vendor and eight-hour related duty training.
 - iii. A staffing plan that will demonstrate accessible business hours and safe cultivation and manufacturing conditions;
 - iv. Personnel policies and procedures; and
 - v. All background check reports obtained in accordance with 935 CMR 500.030.

Berkshire Welco Lab & Manufacturing Record Keeping Policy

- vi. Personnel records shall be kept in a secure location to maintain confidentiality and be accessible only to the CEO or designees, all of whom shall be members of the executive management team.
 - e. Business records, which shall include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Berkshire Welco Lab and Manufacturing LLC, including members of the nonprofit corporation, if any.
 - f. Waste disposal records as required under 935 CMR 500.105(12); and
 - g. Following the closure of Berkshire Welco Lab and Manufacturing LLC for any reason, all records shall be kept for at least two years at the expense of Berkshire Welco Lab and Manufacturing LLC and in a form and location acceptable to the Commission.
2. Inventory Record Keeping
- a. The Operations Manager is responsible for the implementation and enforcement of all inventory management policies and procedures. The Department Directors in coordination with the Operations Manager shall conduct monthly inventory reviews and an annual comprehensive inventory and reconciliation of all cannabis on the premises against current ETS Inventory Log.
 - b. Each Department Director shall maintain the Inventory Log on the networked ETS to record:
 - i. The date of an inventory process;
 - ii. A summary of the inventory findings;
 - iii. The names, signatures, and titles of the individuals who conducted the inventory;
 - iv. A signed attestation that the review was conducted, and no discrepancies were found.
 - c. The Department Director and the Operations Manager must review any discrepancies and approve all inventory management system adjustments;

Berkshire Welco Lab & Manufacturing Record Keeping Policy

- d. Discrepancies identified during inventory (diversion, theft, adverse loss, and any criminal action involving an employee or visitor) shall be reported to the Director of Operations and the CCC;
 - e. All counts shall be recorded in the Inventory Log and entered into the ETS immediately.
 - f. The Department Directors, in coordination with the Operations Manager, shall conduct monthly inventory reviews. Inventory controls and procedures have been established for conducting:
 - i. Monthly inventory reviews;
 - ii. Annual comprehensive inventories of all cannabis at the facility
 - iii. Written and electronic records of inventories. Written and electronic records include:
 - 1. Date of the inventory;
 - 2. Summary of the inventory findings;
 - 3. Employee identification numbers and titles;
 - 4. Positions of the individuals who conducted the inventory.
3. Transfer between Marijuana Establishments Recordkeeping
- a. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.
 - b. Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email.
 - c. Upon arrival at the destination Marijuana Establishment, a marijuana establishment agent at the destination Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:
 - i. the originating Marijuana Establishment name, address, and registration number;
 - ii. the names and registration numbers of the agents who transported the marijuana products;
 - iii. the name and registration number of the marijuana establishment agent who prepared the manifest;
 - iv. the destination Marijuana Establishment name, address, and registration number;

Berkshire Welco Lab & Manufacturing Record Keeping Policy

- v. a description of the marijuana products being transported, including the weight and form or type of product;
 - vi. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
 - vii. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;
 - viii. a signature line for the marijuana establishment agent who receives the marijuana products;
 - ix. the weight and inventory before departure and upon receipt;
 - x. the date and time that the transported products were re-weighed and re-inventoried;
 - xi. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
 - xii. the vehicle make, model, and license plate number.
- d. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 - e. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.

4. Financial Record Keeping

- a. Accounting and Bookkeeping - All accounting and bookkeeping will be performed in accordance to GAAP, the Operating Agreement and in compliance with federal, state, and local tax laws using QuickBooks Online for instant and real-time account updates and management of the Chart of Accounts (CofA). These practices will be reviewed quarterly or upon changes or updates to 935 CMR 500 and will be audited annually at year end of being fully operational to ensure best practices and ensure our accounting, bookkeeping, auditing and tax compliance is deployed efficiently throughout the business.
- b. Business Records. All business records will be the responsibility of the Executive Management Team (EMT) and will be filed and tracked electronically. All physical documents will be kept on file as well as scanned and filed electronically. Electronic records will consist of the following:
 - i. Assets and liabilities; current and historical ownership /“cap table”; investor lists; insurance and escrow requirements; licensing fees,

Berkshire Welco Lab & Manufacturing Record Keeping Policy

penalties assessed, renewal fees, CCC change fees; monetary transactions; chart of accounts including journals, ledgers, supporting documents, agreements, checks, invoices, vouchers, signed forms, vendor contracts, supplier agreements; employee compensation, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Berkshire Welco Lab and Manufacturing LLC; quantity amount sold over the initial twelve month (12mo.) period and each three month (3mo.) period thereafter; retail projections based on wholesale and retail market rates per inventory on-hand; and any and all other documentation the EMT elects to track and file or deems pertinent.

- c. Business records will be reviewed quarterly by the EMT. They will be used in profit forecasts, P&L statements, and to assess the financial health of the business.
5. Additional Record Keeping
- a. Visitor Logs for up to 1 year
 - b. Waste Disposal Log up to 1 year
 - c. Adverse Event Log up to 1 year

Berkshire Welco Lab and Manufacturing LLC

Accounting/Financial Controls

Financial Recordkeeping Accounting and Bookkeeping.

All accounting and bookkeeping will be performed by AAACPA's in accordance to the Operating Agreement in and in compliance with federal, state, and local tax laws using QuickBooks for instant and real-time account updates and management of the Chart of Accounts (CofA). These practices will be reviewed quarterly or upon changes or updates to 935 CMR 500 and will be audited yearly to ensure best practices and ensure our accounting, bookkeeping, auditing and tax compliance is deployed efficiently throughout the business.

Business Records.

All business records will be the responsibility of the Executive Management Team (EMT) and will be filed and tracked electronically. All physical documents will be kept on file as well as scanned and filed electronically. Electronic records will consist of the following: Assets and liabilities; current and historical ownership /"cap table"; investor lists; insurance and escrow requirements; licensing fees; monetary transactions; penalties assessed; renewal fees; CCC change fees; monetary transactions; sales records; books of accounts including journals, ledgers, supporting documents, agreements, checks, invoices, vouchers, signed forms, vendor contracts, supplier agreements; employee salaries and wages and compensation; executive compensation; bonus, benefit, or item of value paid to any individual affiliated with The Pass; quantity amount sold over the initial twelve month (12mo.) period and each three month (3mo.) period thereafter; retail projections based on wholesale and retail market rates per inventory on-hand; and any and all other documentation the EMT elects to track and file or deems pertinent.

Business records will be reviewed quarterly by the EMT. They will be used in profit forecasts, P&L statements, and to assess the financial health of the Marijuana Cultivation facility.

Segregation of Duties:

Purchasing/Bill pay Policy

Purchase orders (P.O.'s) are entered into the SOS Inventory Management System (SOS IMS) by the division purchasing agent, wholesale director or division head. They are responsible for sourcing at minimum 3 vendors when applicable to determine the best vendor price, lead time & terms within the allotted budgetary confines. Approval authority and policy structure is outlined in Schedule B of this document.

Upon notification of the P.O. to accounting, the accounting purchasing agent will reach out to the vendor directly to place the order.

Upon receipt of the product/s purchased the designated receiver of the package will validate the contents of the shipment against the PO and enter it into inventory in the SOS IMS.

Accounting purchasing agent will validate the entry to ensure correctness and enter the invoice for payment based on terms of contract or purchasing agreement.

Bills payments are processed weekly the accounts payable team based on vendor terms upon review and approval by the VP of Finance.

Daily Receipts

Cash Management

A Master Cash Ledger shall be maintained on a daily basis that shall record all of the daily activities of all of the cash in the store.

Cash Drawer Management

There are (6) cash drawers specific to the (6) point-of-sale stations in the retail space. The cash drawers are labeled 1 through 6. For instance, Cash Drawer 1 belongs ONLY to POS 1. The cash drawer shall total \$300.00 in mixed bills and coins at opening and closing.

The recommended breakdown is the following:

- Twenty Dollar Bills - 4x (\$80.00)

- Ten Dollar Bills - 8x (\$80.00)

- Five Dollar Bills - 20x (\$100.00)

- One Dollar Bills - 22x (\$22.00)

- Quarters - 42x (\$10.50)

- Dimes - 50x (\$5.00)

- Nickels - 40x (\$2.00)

- Pennies - 50x (\$0.50)

The (6) cash drawers totaling \$1,800.00 shall be kept overnight in the safe, located in the secure Retail Vault. The cash drawer cart shall be housed in the Retail Vault. It shall be used to move the cash drawers throughout the facility.

Petty Cash Management

The petty cash is a set amount of money used to exchange larger bills and coins into smaller denominations. The petty cash lockbox shall be housed in the safe located in the Retail Vault. A petty cash ledger shall be kept to record each transaction. A petty cash audit shall be performed by a Berkshire Welco manager or supervisor at regularly timed intervals, not exceeding more than seven (7) days between audits. A record of these audits shall be kept in the petty cash ledger and Master Cash Ledger. The petty cash shall be equal to the contents of two (2) full drawers with the same denominations as typical, except the number shall be doubled. The petty cash shall be reconciled every Monday and Thursday to ensure that it is fully stocked.

Counting Area

The counting area is a designated space within the Retail Vault designed to count bills and coins for deposits, making change, end of day reconciliation, and other cash handling procedures. The counting table shall be in full view of security cameras.

Opening Procedures

Prior to opening, the Manager-on-Duty (MOD) shall remove cash drawers from the safe and place it on the cash cart. The MOD shall roll the cash cart to the POS stations, unlock the drawers and place the removable till within. Sales Associates shall sign into their assigned POS. Sales Associates shall count cash drawers. Sales Associates shall record the bill and coin breakdown on the daily Cash Drawer worksheet. If a cash drawer equals \$300.00, that POS station is ready for operation.

In the event the cash drawer does not equal \$300.00, the variance is recorded by the MOD on the Daily Sales Report. The MOD shall withdraw or deposit money from/into petty cash to balance the cash drawer to \$300.00. The transaction shall be recorded in the petty cash ledger. Once the cash drawer equals \$300.00, that POS station is ready for operation.

Mid-Day Drop Procedures

A "mid-day drop" is the process of removing bills or coins from a cash drawer between opening and closing because the cash drawer has exceeded its limit in total value or quantity of money. Each POS station value limit is \$2,000.00.

When a POS exceeds \$2,000.00 in value, the MOD will receive a notification to conduct a mid-day drop.

A Sales Associate, Supervisor, or MOD may also initiate a mid-day drop as needed. A Sales Associate and MOD shall communicate (through POS messaging or verbally) that a mid-day drop shall be conducted before the next transaction. MOD shall bring corresponding money pouch to POS station. MOD shall unlock the cash drawer and remove a determined amount of bills. MOD shall place the bills in the money pouch and bring it immediately to the counting room.

The money pouch shall be placed in a designated basket that shall indicate, the money has NOT been counted, The corresponding cash drawer has not been reduced in the POS system to accurately reflect total value. A log shall be kept that includes the bag number, the amount held in the bag and the number of the till that it came from. A receipt with the amount that has been removed, which shall also indicate the bag number on it, shall be left inside the till and initialed by both the sales associate and the manager withdrawing the funds. A second supervisor will join the MOD while the mid-day drop is counted. The MOD shall count the money and record the bill breakdown on the Daily Sales Report.

The total amount shall be noted along with the POS number and the Date and Time. The printed receipt and bills are rubber banded together. The corresponding cash drawer is then adjusted from the counting room computer remotely. The mid-day drop is recorded on the Daily Sales Report. The money/receipt bundle shall then be securely deposited in the safe located in the Retail Vault.

Closing Procedures

Sales Associates shall sign out of their POS terminal. The MOD shall unlock cash drawers and bring them to the counting room using the cash cart. A second supervisor will join MOD in the counting room. Total sales for each POS station shall be accessed through POS software and noted on Daily Sales Report. The MOD shall count \$300.00 in bills and coins and place in cash drawer (to equal the distribution of denominations above). The remaining bills/coins are the final deposit for that POS. Money is counted in the same manner as the mid-day deposit. Deposit is recorded on the Daily Sales Report. The mid-day drops are removed from the safe. The MOD calculates total daily deposit for each POS by tallying the final deposit plus all mid-day drops on the Daily Sales Report. The MOD compares total deposit to total sales. If a variance is detected, the amount is written on the Daily Sales Report and the MOD shall investigate further.

Daily Accounting procedures

Accounting with a department manager performs a final cash is count and validates that the appropriate measures have been taken to comply with Banking requirements as listed on **Schedule A**.

Accounting pulls and audits daily Point of Sale and Metric activity reports. Upon completion of the validating the accuracy of the data a formal reconciliation is performed between the POS sales and the METRC inventory. Data is then entered or imported into the SOS IMS and a daily invoice will be created for each POS.

After invoice is created payments are applied in accordance with the cash receipts reports received from onsite manager. All sales tax is to be validated to ensure the appropriate tax code is applied to the appropriate items. There are two tax codes one that applies to merchandise only at 6.25% and one that is a combined value that will include sales, local & MJ tax amounting to 20%.

VP of Finance or designated person will apply the deposit into the accounting system.

ATM Procedures

The MOD shall be responsible for assuring that the ATM remains stocked with cash throughout the day. Upon receiving notification that the ATM has dropped below \$1,000.00, the MOD shall withdraw funds in the appropriate denominations to refill the ATM while under the observation of an additional authorized employee.

The funds shall be taken from the designated ATM cash bag located in the main safe in the Retail Vault. The ATM cash bag shall retain an amount of \$15,000.00 which shall be reconciled on a daily basis as part of the daily closing procedures.

There shall be an ATM log that shall be maintained and kept with the ATM cash bag in the safe with the petty cash log.

Bank Deposit Procedures

The MOD shall reconcile the Daily Sales Report and Daily Cash Ledger to determine the daily bank deposit. The money in all money pouches shall be consolidated and counted one final time. This information shall be recorded in the Daily Cash Ledger. The money is then placed in the courier bag in accordance to the bank Cash Shipment Policy as outlined on Schedule A. The bank deposit slip is prepared and placed in the courier bag. The courier bag and all cash drawers are transferred to the vault via cart. The courier bag and cash drawers are secured in the safe. The timing of couriers and deposits shall be coordinated with the bank to ensure the bank has proper staff to receive the cash.

Courier Guidelines & Procedures

A courier (Vendor Selection in Process) shall pick up the deposit as deemed necessary to limit the available cash on hand. Optimally, a courier shall pick up the deposit on a daily basis.

Prior to Pick-Up Armored Courier shall provide the name and picture(s) of the individual(s) who are authorized to pick up deposits at the dispensary, plus any information that the bank requires.

At Time of Pick-Up Courier shall check in at secure entrance with a Berkshire Welco agent at the retail vestibule. Courier shall show identification and sign into visitor's log. Courier shall be given a badge identifying him/her as a visitor. Courier shall be accompanied by a dispensary agent at all times. Courier shall be given access to the vault and be accompanied by a dispensary agent at all times. Courier shall not touch safe, or money, or any other products or property belonging to Berkshire Welco. The MOD shall open the safe and hand the deposit to the courier. Courier shall then secure the deposit under the best security practices guidelines set by the Courier Company. Courier shall return to the retail vestibule. Courier shall return their visitor's badge and sign out on the visitor's log. The information of the pickup shall be noted in the Master Cash Ledger and shall include the date, time, amount of the deposit, the name of the courier, and the courier company.

End-of-Day To Do List

Hardcopy Daily Sales Report is filed away.

Petty cash is checked to determine if there are enough denominations for next day.

All variances are recorded in the Variance Report. It is created to keep a track record of all shortages, overages, cash discrepancies, and resolutions.

Spot-Check Procedures

A "spot-check" is the unannounced count of a cash-drawer, which is then checked against the running total sales to ensure a Sales Associate is cash compliant. The MOD shall remove cash drawer from POS station and bring it to the Retail Vault. Current total sales amount is noted. Cash drawer is counted. Spot check findings are recorded on the Daily Sales Report. If a variance is detected, MOD shall investigate and may file a complaint or take disciplinary action if deemed necessary. This shall also be noted in the Master Cash Ledger.

Money Storage Procedures

All cash shall always be stored in the main safe (housed in the vault) during off-business hours. This includes, but it not limited to Cash drawers for each point-of-sale station, and Petty cash

Daily Deposits

During regular business hours, cash will be secured in the main safe (located in Retail Vault). Cash drawers at point of sale stations must always be locked and shall only be accessible during the course of a regular transaction.

Money Transport Guidelines

Two dispensary agents must be present while money is transported throughout the dispensary. This includes but is not limited to from vault to point-of-sale stations and from point-of-sale stations to manager's office.

From manager's office to vault

Quantities of money shall be moved throughout the facility in pouches. Quantities of money shall be moved in plain view of security cameras.

Authorized Personnel for Money Management

Only retail managers and CFO/VP of Finance shall have access to the main safe combination. Only authorized personnel shall have access to the Retail Vault. Only authorized agents shall have access to the manager's office. Only authorized agents shall be responsible for counting and securing money. Those agents handling money shall undergo cash management training.

Cash Handling Best Practices

When a customer hands a Sales Associate money, the money should be counted in a fashion where the bills have some visible separation and can be seen by the customer, the Sales Associate, and overhead cameras. Cash must be count out loud. This works as a double check for yourself, but also provides transparency to the customer.

When giving change back to the customer always double check the amount of change to be given back. Count the change out loud as you are handing it to the customer. Hand the customer the coinage first and then the bills.

Reconciliations/Monthly Close

Daily bank feeds are reviewed by the business bookkeeper. The bookkeeper is responsible for validating each transaction to ensure the appropriate back up paperwork is attached, the account allocation is accurate and whether or not it should be matched to an existing transaction or added as a new transaction.

Trial Balance is reconciled weekly until we are producing revenue at which point this process is completed twice per week by Bookkeeper. Any and all discrepancies are reviewed, investigated, and documented prior to making any adjustments in the accounting system. All adjustments must be approved by the VP of Finance.

Bank and credit card statements are reconciled by the VP of Finance no later than the 10th of the following month. At this time all transactions will be reviewed to ensure that account allocation and transactional history is accurately being recorded.

Sales tax liability report is completed and reviewed. VP of Finance or designated person/s will process the payment on the MTC website. This is to be processed no later than 10 days after the month close, deposit (payment) will be set for the due date of the 20th of the following month.

Accounts payable is to be reconciled monthly, all items over 60 days must be reviewed and validated. If there is an issue with the charge, transaction bookkeeper must reach out to the appropriate person who authorized the transaction. Although it is preferred that the authorizing party be the point of contact the bookkeeper can and should reach out the vendor directly to clarify any issues that stand in the way of payment.

After all items are reconciled the VP of Finance will then proceed with running a variety of financial reports including a budget to actual, cash flow statement, P & L & Balance sheet by division. Commentary will be made on any outliers, anomalies, and any items in excess of 5% variance from budget.

Upon final review of reports the month is locked down in the accounting system to avoid any changes after closing procedures are complete.

Reports are sent to Owners and any other authorized party that ensures

Application Access Controls

The accounting system is only assessable by authorized members of the accounting and the CPA. Depending on each person's role will determine the level of access is required.

The bookkeeper is able to access the current month data within the accounting system to enter any/all accounts payable transactions, run reports, reconcile bank accounts, write checks up to \$25K and make wire transfers at the direct approval of Senior management as outline on Schedule B. (Senior Management team includes VP of Finance, CEO and/or President)

The bookkeeper also has full access to create and process Purchase orders, and sync the data to the accounting system in the IMS

CPA has ability to run reports for tax/audit purposes, process journal entries in accordance with yearend functions.

CFO and/or VP of Finance has full access to all levels of the accounting system including locking down the system monthly, adding items to the Chart of accounts, assigning account allocations, setting up user access, creating items and lists.

Metrc is the state chosen inventory system for the cannabis industry, access to this system is controlled by the Director of Operations. Each division requires specific access based on role. The accounting purchasing agent and the VP of Finance will have full access to run reports for daily audits and physical inventory reviews.

Flow hub is the designated POS access is granted to cashiers, managers, VP of Finance & Bookkeeper for reporting, random audits and daily sales/deposit processing.

Physical Audit of Assets

Weekly audit will be completed on all cannabis related products. This will be done electronically. Physical audits will be conducted monthly on these products by accounting team. Full inventory counts will be conducted quarterly via electronic and physical mediums for each division.

Daily audits will be completed for all daily sales, cash transactions and deposits by the appropriate accounting team member.

Furniture, fixtures, equipment, collateral etc, will be inventoried annually at a minimum

Any and all adjustments to inventory must be reviewed by each department head (DH), explained and signed off on prior to making the adjustment in the IMS. Bookkeeper and/or VP of Finance will be responsible for making any journal entries required as a result of the audit per approval by VP.

Standardized Financial Statements

All financial Statements will be produced and reviewed by the CFO and/or the VP of Finance and submitted to the CEO & President of the company.

Weekly reports to be prepared by the VP of Finance include accounts payable reports, Balance sheet, YTD Income Statement, budget to actuals & general ledger. These reports will be entered into the Cash flow analysis workbook no later than Friday EOD to prepare for weekly leadership meeting & cash prep meetings.

Monthly reports are to be sent no later than the 10th of the following month and should include, Balance sheet, Income Statement, Budget v Actual, General Ledger & month over month and year of year comparisons.

Formal Purchase orders must be created using our electronic IMS, packing slips must accompany any/all invoices and PO's for processing payments.

Invoices will be generated from QBO our accounting system in conjunction with our IMS for Wholesale sales and the POS from retail sales.

We have a formal travel and Expense policy as outlined in Section 4 of the company handbook and added in Schedule C within this document. Adherence to policy and the submission of a completed and approved expense report is required.

Any/all incidents involving cash, asset, or inventory over/under, theft, diversion must be reported using the appropriate incident report as attached in Scheduled D.

Authorized Approval Structure

Designated approvals are as follows, the Bookkeeper can approve purchase orders & check signing up to \$10K*, the VP of Finance can process and approve any transaction up to \$100K in value**, the CEO and/or President must approve anything over \$100K.

*The CEO and President can provide written approval for signing authority on any amount in excess of the designated amount listed within this policy.

**Any preapproved purchase orders can be processed without expressed written authority as the purchasing procedure includes a preapproval based on budget and cash flow expectations.

Schedule A

Cash Shipment Standards

Salisbury Bank business customers that are depositing large pre-packaged amounts of cash being delivered to the branch and being shipped to the Federal Reserve with no branch interaction will be required to follow the Federal Reserve's standard for currency deposits. Salisbury Bank will provide these large-cash depositors with an approved currency stamp, a date stamp, tamper resistant plastic bags, and ABA approved currency straps.

Denominations for shipping are as follows:

Currency: (each strap requires a date stamp, currency stamp, and the initials of two people)

100's – \$10,000

50's - \$5,000

20's – \$20,000

10's – \$10,000

5's – \$5,000

2's – \$2,000

1's – \$1,000

Currency Shipping Standards are as follows:

1. All straps must contain 100 notes of the same denomination and must only have one band around them.
2. A full bag may not contain more than 16 bundles.
3. All paper clips, staples and/or rubber bands must be removed.
4. All bands must have the sealed part of the band (the white section) on the back of the bill.
5. For all denominations, bands must be arranged within the bundle so that all of your stamps within the bundle are facing in one direction. For \$50 and \$100 denominations your stamp must be placed on the back outside of the band.
6. The following information must be stamped on the white part of the strap:

Salisbury Bank

ABA 011102612

Branch # 00##

Date

Preparer's Initials and Verifier's Initials

7. The Preparer's Initials and the Verifier's Initials must be in blue or black ink only.
8. All like currency straps must be bundled together (in accordance with the shipping guidelines) neatly with one rubber band on each end.
9. Bundles should be placed in a clear, tamper resistant plastic bag.
10. If using a large-capacity currency bag for a small deposit, please be sure to cinch or seal the bag in such a way to prevent tearing of the straps or breaking the bundles in transit.

Once the deposit has been prepared, cash will be delivered to the branch by the customer or representative for deposit.

1. The business customer will prepare a deposit ticket

2. The teller will inspect and verify by bundle counting the currency through the plastic bag **(Do NOT open the plastic bag)** and entering the denominations into the Insight cash count screen.
3. The teller will verify the amount received to the amount listed on the deposit ticket.
4. If the amounts do not match, verify the cash again. If there is a true discrepancy, follow the Cash Adjustment procedure.
5. Complete the transaction processing and be sure to select the appropriate Transacting Person.
6. The pre-packaged currency should be sold to the vault and stored until the scheduled cash delivery day.

Schedule B

Purchasing Policy & Procedures

Purpose: The purpose of this policy is set internal controls over the purchasing & accounting process for buying equipment, materials & supplies, and services. This process will be subject to change upon determining an appropriate inventory management or procurement system.

1. **Determine Need** – The needs of the product/service are analyzed, and the availability is checked before creating a request for purchase. Has it been budgeted or is this an unexpected request?
2. **Preferred Vendor:** If applicable, decide what vendor we will be using. It is best to review at least three (3) vendors for price quality and lead time before making this determination. If applicable, negotiate & send executed (signed) contract to accounting@thepass.co
 - a. **Selection of Suppliers** – If no preferred vendors exist, Once the budget has verified and/or approved, accounting will request quotes from vendors with the intention to receive and compare bids. Repetitive orders may have a designated supplier.
 - b. When selecting a vendor, it is vital to utilize a diverse mix of MBE, DBE & WBE* vendors whenever possible to ensure that we meet and or exceed our diversity goals and the current year requirement of 5% of all purchasing.
 - c. Accounting will always attempt to get establish terms via credit application with all new vendors. To avoid any delays in processing PO's, accounting will NOT hold up any orders while processing credit applications.
3. **Purchase Order (PO)** – Complete the purchase order form in full, including but not limited to a full description of the purchased, quantity and lead time (when products or services should be delivered or expected)
 - a. Be sure to include all preferred vendor information to ensure we have appropriate contact for credit application and payment processing. Submit it to accounting@thepass.co for authorization and processing.
4. **PO Processing** – Before the order is placed, the purchase order is reviewed by the accounting department to verify budget and/or appropriate approval levels as listed below. This will expedite the payment process to avoid any vendor delays.
 - a. Designated approvals are as follows:
 - i. Bookkeeper up to \$10K
 - ii. VP of Finance up to \$100K
 - iii. CEO and/or President must approve anything over \$100K
 - b. Rejected requests are sent back with a reason for rejection.
5. **Submission of Purchase Order** – The order will be sent to the vendor via email or vendor preferred method. The purchase order will identify the items be procured, the quantity required, the cost and payment terms. It will also identify the delivery address and any additional terms and conditions that relate to the order.
 - a. If payment is due at or before the time of order accounting will reach out to the vendor directly to make payment arrangements.

6. **Fulfillment** – The products or services will be delivered within the timeline. After receiving the order, the items are examined and the vendor is notified if there are any issues with the order received (shortages, breakages).
 - a. If there are discrepancies notify accounting immediately with the details of the discrepancy and the next steps i.e. will you be contacting the vendor directly or will accounting reach out.
 - i. Major discrepancies in product inventory will not be accepted in accordance with CCC regulations.
 - b. If the order is complete please send the packing slip or copies of the manifest to accounting@thepass.co for payment processing if applicable.
7. **Document Reconciliation** – The purchase order, packaging slip (manifest), and vendor invoice if available are to be reviewed and reconciled by the receiving department to ensure accuracy. At request Accounting will address the vendor if there are any discrepancies discovered. Once reconciled all documents will be submitted to the accounting department (accounting@thepass.co) for payment and/or filing.
8. **Invoice Approval Payment** – The invoices are received at the accounting department and paid, usually within 10 days or according to the terms on the invoice.
9. **Record keeping** – Once payment is issued, the paperwork will be filed in the vendor file located at the administrative office.

*MBE – Minority Owned Business Entities, DBE - Disadvantaged Business Entities,
WBE – Women Owned Business Entities
Schedule C

4.2 Business Expenses Policy

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at the Company.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is to pay for and report all expenses.

The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit original receipts for reimbursement accordingly.

Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job- related skills. Prior approval must be obtained by your manager/supervisor.

Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse cost over \$25 for business gifts.

Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes.

Reimbursements

Requests for reimbursement must be approved by management and submitted with original receipts accompanied by the company approved reimbursement form. All reimbursement s must have a clear business purpose and include a description of the expense, date, place.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.8 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at the Company.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Company business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your manager/supervisor has been received.

Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the Chief Executive Officer.

Air Travel

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

Insurance

The Company does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain a valid driver's license, acceptable driving record, and insurance coverage as required by law. An applicant or employee will be considered to have an unsatisfactory driving record if the driving record indicates one (1) or more moving violations. An applicant or employee will be considered to have an unsatisfactory driving record if the Company's and/or the applicant's or employee's insurance carrier(s) refuses to continue to insure the applicant or employee or agrees to continue to insure the applicant or employees only for an increased premium.

Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The Chief Executive Officer must authorize any deviation from this policy. Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

4.9 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Company will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to the Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your manager/supervisor.

Submit all sales receipts generated by use of the Company credit card to your manager/supervisor. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 15 days.

Immediately report lost or stolen Company cards to your manager/supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

Incident Report

REPORTED BY: _____

DATE OF REPORT: _____

TITLE / ROLE: _____

TIME OF REPORT : _____

WORKPLACE INCIDENT INFORMATION

DATE OF INCIDENT: _____

TIME OF INCIDENT: _____

NAME OF PERSON INVOLVED: _____

NAME OF THOSE AFFECTED: _____

LOCATION: _____

SPECIFIC AREA OF LOCATION: _____

ADDITIONAL
PERSON(S) INVOLVED: _____

WITNESSES: _____

INCIDENT DESCRIPTION INCLUDING ANY EVENTS LEADING TO OR IMMEDIATELY FOLLOWING THE INCIDENT:

NAMES OF SUPERVISORY STAFF INVOLVED ALONG WITH THEIR RESPONSE TO THE INCIDENT:

RESULTING ACTION EXECUTED, PLANNED, OR RECOMMENDED:

POLICE REPORT FILED? _____

PRECINCT: _____

REPORTING OFFICER: _____

PHONE: _____

POLICE ACTION TAKEN: _____

REPORTING
STAFF NAME: _____

REPORTING STAFF
SIGNATURE: _____

DATE: _____

SUPERVISOR
NAME: _____

SUPERVISOR
SIGNATURE: _____

DATE: _____

Berkshire Welco Lab and Manufacturing LLC

Adult-Use
Product Manufacturing
S.O.P.s

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1. INTRODUCTION

The company operates in a highly regulated environment. Several governmental agencies have authority over our operations. It is critical to our stakeholders including our customers and our employees and contractors that the company operates in compliance with all rules and regulations at all times and maintains our license to operate. Our company and our representatives have a both a legal and an ethical responsibility to the adult-use cannabis community and the larger Commonwealth to operate a safe and fully compliant business with complete transparency.

The company has established these Standard Operating Procedures (SOP) to direct employees and contractors in the operation of a fully compliant adult-use cannabis establishment. The policies and procedures contained herein address both legal requirements and best practice.

- The regulations governing our operations and our internal SOPs are living documents and will change frequently to incorporate evolving best practice and the Commission's policies.
- The policies and procedures contained herein supersede all other operating plans, training materials or other guidance documents. If you discover a conflict between this Compliance Manual and any other document, notify your supervisor immediately.
- All employees and contractors are expected to use good judgment and notify a supervisor if a situation called for alternative action.

The company is a start-up enterprise and the cannabis industry is rapidly evolving. As a result, this SOP manual will be updated frequently. All changes to this manual will be documented and distributed to the necessary parties by the SOP author.

- All employees, contractors, individual persons, and entities in a contractual or employment relationship with the company are responsible for adhering to the SOPs contained herein and other department-specific SOPs applicable to their job duties.
- It is the responsibility of each employee and contractor to review and acknowledge receipt of this Compliance Manual and any subsequent revisions.
- It is the responsibility of all managers to notify employees of each revision and ensure the proper implementation of required changes in procedures.

An SOP describes in detail the methods and steps to be used to perform daily administrative and operational activities. SOPs provide a structure which helps to ensure the safety, quality and consistency of products and services, maximizes efficiency, prevents errors and ensures compliance with law and Regulation. The development and use of SOPs for both technical (measurement) and administrative

work is a required part of the company's quality systems. SOPs assure the consistent application of procedures for all activities of employees and contractors.

Quality control measures are found throughout the company's SOPs. An adequate level of quality control is achieved and maintained when all processes are consistent from one employee or location to another. Documenting actions and processes allows company management and regulators to discover and correct errors in the processes. SOPs promote quality by assuring operational consistency regardless of personnel changes. SOPs are used as employee training, as a resource to rebuild processes when no references are available, and to improve operating data analysis.

SOPs do not guarantee that operating goals of safety, quality, consistency and compliance will always be met. It is understood that any process can be subject to disruption and require a procedure variance. Employees and contractors are required to receive appropriate approvals for any procedure variance.

2. INSPECTIONS AND COMPLIANCE

1. Berkshire Welco Lab and Manufacturing LLC shall give total access to the Commission or its agents so they may inspect Berkshire Welco Lab and Manufacturing LLC and affiliated vehicles at any time without prior notice in order to determine compliance with St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.
2. Berkshire Welco Lab and Manufacturing LLC shall immediately upon request make available to the Commission all information that may be relevant to a Commission inspection, or an investigation of any incident or complaint.
3. Berkshire Welco Lab and Manufacturing LLC shall make all reasonable efforts to facilitate the Commission's inspection, or investigation of any incident or complaint, including the taking of samples, photographs, video or other recordings by the Commission or its agents, and to facilitate the Commission's interviews of marijuana establishment agents.

3. HOURS OF OPERATION

1. Berkshire Welco Lab and Manufacturing LLC product manufacturing will operate from 7 AM – 9pm, 7 days a week
1. After Hour Contact Information:
 - a. Chris Weld, CEO - (413) 429-6280
 - b. Eric Moskowitz, Director of Operations - (914) 879-7451
 - c. Pete Steimer, Director of Cultivation - (302) 293-1660

- d. Carolann Strickling, VP of Finance & Administration - (413) 717-5036

4. EMERGENCY AND DISASTER PLAN

1. Severe Weather

- a. In the event the company must close for the day due to severe weather or emergencies, the company will make every reasonable effort to notify all employees.
- b. If weather conditions are so severe that employees are unable to travel to work, they shall contact their immediate supervisor.
- c. Berkshire Welco Lab and Manufacturing LLC employee safety is the primary goal at all times.
- d. All employees shall make adjustments in their schedule when possible to accommodate inclement weather.
- e. If an employee is at work during a disaster or emergency within the manufacturing building, they should clear the building immediately by exiting through the nearest EGRESS location and clearing the premise until stopping in a safe location.
- f. If an emergency or disaster is occurring outside of the manufacturing building, then it would be best to shelter in place in the middle of the hallway until the event has passed.
- g. The on-duty manager or supervisor will be responsible for taking and maintaining a head count of all employees during these events.

2. Armed Person on Premise

- a. As stated above, employee safety is of utmost priority at Berkshire Welco Lab and Manufacturing LLC.
- b. If an armed person is on site, all employees should completely cooperate with the person and give up any demands requested.
- c. A persons safety is much more valuable than a product!
- d. When the person has left the premises, the on duty manager shall immediately contact local law enforcement as well as the Cannabis Control Commission to properly document and record the incident.

3. Business Continuity Plan

- a. The function of the Business Continuity Plan is to assist impacted areas in ensuring that critical business functions are maintained, restored, or augmented to meet the designated Recovery Time Objective (RTO) and recovery strategies outlined in the areas' business continuity and business resumption plans.
- b. Business Continuity Operations will lead BCP activities to:
 - i. Facilitate the acquisition of and access to essential recovery resources, including business records (e.g., payroll records, contracts).

- ii. Support the Infrastructure and remote employees access to operation sites.
 - iii. Establish call forward and soft phones for employees.
 - iv. Assist other branches and impacted areas with the restoring and resuming of normal operations.
- c. This business continuity plan (BCP) is intended to be implemented when there is an event that disrupts normal business operations. Plan activation is described in Section III: Activation.
- d. This plan defines the mission critical services and processes and procedures to ensure they can be continued and/or recovered when normal operations are not viable.
- e. For purposes of this plan, an event is defined as any planned or unplanned situation that disrupts the normal operations of the company.
- f. This plan describes the procedures for continuity or, if needed, contingencies for the recovery of services at an alternate location.
- g. In an event that disrupts normal operations and impacts essential operations of Emcentrix and Emcentrix Payroll, measures are to be taken to prepare and pre-position resources to ensure continuity of mission critical services and processes.
- h. For purposes of the BCP, we only used processes deemed mission critical for continuity of running Payroll.

Mission Critical Service/Process -

- i. Administrative responsibility of the downtime procedures resides with each department. Department responsibility includes maintenance of the downtime procedures, which specifies the alternative processes that are to be activated to assure continuity of services during a downtime event.
- j. Vital Records are documents that have been pre-identified as critical to the continued operations of Emcentrix and Emcentrix Payroll, including those of significance to legal and financial rights of the organization. All paper records are also stored online on Microsoft one drive.
- k. Personnel will be deployed during an emergency to ensure the protection and ready availability of references, records and information systems needed to support essential functions under the full spectrum of emergencies. Personnel and locations of vital records have been identified before an event in order to have full access to use records and systems to conduct essential functions during a crisis event.
- l. All Departments are able to work remote from any location that has internet access. Emcentrix and Emcentrix Payroll has all of its data on

Microsoft office 365 therefore all files and records can be accessed remotely. All vendors operate under a SAS model allowing their applications to be access from any computer with an internet connection. Phone services are provided by a Freedom voice which allows calls to be received via phone, cell or computer.

- m. In an event where a primary office location is deemed to be inoperable or unsafe, the employees will be able to work from home or another location with internet access.
- n. In order to ensure efficacy of the BCP it is to be reviewed and updated annually. Once updated, the Plan must be provided to all responsible parties and the previous version is to be gathered and destroyed.
- o. NOTE: Following an event it will be determined whether an out-of-cycle update is required. If so, the update will be recorded and then will be revised and distributed as outlined above.
- p. BCP updates may occur with:
 - ☐ The addition of new employees or transferred employees to your department.
 - ☐ The relocation of employees, supply areas or other resources.
 - ☐ Changes in departmental procedures that would affect downtime procedures.
 - ☐ Changes in management or reporting structure within your department.
 - ☐ New computer systems to be used by your department.
 - ☐ Changes in vendors that you are using.
 - ☐ After an actual downtime occurs.
 - ☐ Annual review.

5. SECURITY

1. General Procedures - Berkshire Welco Lab and Manufacturing LLC shall implement sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at Berkshire Welco Lab and Manufacturing LLC. Security measures taken to protect the premises, employees, consumers and general public shall include, but not be limited to, the following:

- a. Utilization of software, hardware, and employee security training to positively identify individuals seeking access to the premises of Berkshire Welco Lab and Manufacturing LLC or to whom marijuana products are being transported, pursuant to 935 CMR 500.105(14), in order to limit access solely to individuals 21 years of age or older.
- b. Adopting procedures and training of staff members to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by these regulations and its enabling statute are allowed to remain on the premises.
- c. Disposing of marijuana in accordance with 935 CMR 500.105(12) in excess of the quantity required for normal, efficient operation as established within 935 CMR 500.105.
- d. Securing all entrances to Berkshire Welco Lab and Manufacturing LLC to prevent unauthorized access.
- e. Establishing limited access areas, pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation.
- f. Storing all unprocessed marijuana products in a secure, locked room that is controlled with digital access and under video surveillance in such a manner as to prevent diversion, theft and loss.
- g. Keeping all areas used for the production, cultivation, harvesting, processing or storage of marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
- h. Keeping all locks and security equipment in good working order.
- i. Prohibiting keys, if any, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel.
- j. Prohibiting accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems, to persons other than specifically authorized personnel.
- k. Ensuring that the outside perimeter of Berkshire Welco Lab and Manufacturing LLC is sufficiently lit to facilitate surveillance, where applicable.
- l. Ensuring that all phases of cultivation, processing, and packing of marijuana by Berkshire Welco Lab and Manufacturing LLC are kept out of plain sight and are not visible from a public place without the use of binoculars, optical aids or aircraft.

- m. Developing emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary.
 - i. If diversion, theft, or loss of marijuana occurs, all marijuana products will be returned to their end-of-day storage locations and an inventory audit will be performed by at least 1 manager and 1 employee from each department.
 - ii. If diversion, theft, or loss of marijuana is proven to have occurred, Berkshire Welco Lab and Manufacturing LLC will immediately contact the CCC as well as any other necessary authorities.
 - n. Berkshire Welco Lab and Manufacturing LLC shall share the security plan and procedures with law enforcement authorities and fire services and will periodically update law enforcement authorities and fire services if the plans or procedures are modified in a material way.
2. Limited Access Areas
- a. All limited access areas shall be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.
 - b. All limited access areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas.
 - c. Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by Berkshire Welco Lab and Manufacturing LLC, agents of the Commission, state and local law enforcement and emergency personnel.
 - d. Employees shall visibly display an employee identification badge issued by Berkshire Welco Lab and Manufacturing LLC at all times while at Berkshire Welco Lab and Manufacturing LLC or transporting marijuana.
 - e. All outside vendors, contractors and visitors shall be given a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to Berkshire Welco Lab and Manufacturing LLC upon exit.

3. Security and Alarm Procedures

- a. Berkshire Welco Lab and Manufacturing LLC shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment which shall, at a minimum, include:
 - i. A perimeter alarm on all building entry and exit points and perimeter windows.
 - ii. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of Berkshire Welco Lab and Manufacturing LLC within five minutes after the failure, either by telephone, email or text message.
 - iii. Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting Berkshire Welco Lab and Manufacturing LLC or area.
 - iv. 24-hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if Berkshire Welco Lab and Manufacturing LLC is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
 - v. The ability to immediately produce a clear, color still photo whether live or recorded.
 - vi. A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture.
 - vii. The ability to remain operational during a power outage.
 - 1. The primary and backup security alarm system will have battery backup power and will be capable of detecting power losses. The facility will have a backup generator capable of maintaining operations to automatically provide emergency power sufficient to power vital operations for at least twelve (12) hours. Whenever the generator is activated, it

automatically notifies the alarm monitoring companies. If the alarm systems fully lose power, they automatically send a distress signal to the monitoring company and to local law enforcement. Applicant's alarm systems will include the ability to run on backup auxiliary power for at least twelve (12) hours. All components of the alarm systems are hardwired to the main control panel. The main control panel will feature a lithium ion backup battery that is tested monthly and replaced yearly and has capacity to power the entire alarm and surveillance system for at twelve (12) hours.

viii. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system.

- b. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.
- c. In addition to the requirements listed in 935 CMR 500.110(5)(a) and (b), Berkshire Welco Lab and Manufacturing LLC shall have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system, or shall demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system.
- d. Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room shall be available to the Commission upon request. The surveillance room shall remain locked and shall not be used for any other function.
- e. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
- f. Trees, bushes and other foliage outside of Berkshire Welco Lab and Manufacturing LLC shall be maintained so as to prevent a person or persons from concealing themselves from sight.

4. Incident Reporting

- a. Berkshire Welco Lab and Manufacturing LLC shall notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, during the following occasions:
 - i. discovery of discrepancies identified during inventory;
 - ii. diversion, theft or loss of any marijuana product;
 - iii. any criminal action involving or occurring on or in Berkshire Welco Lab and Manufacturing LLC premises;
 - iv. any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person;
 - v. unauthorized destruction of marijuana;
 - vi. any loss or unauthorized alteration of records related to marijuana;
 - vii. an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by Berkshire Welco Lab and Manufacturing LLC;
 - viii. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
 - ix. any other breach of security.
 - b. Berkshire Welco Lab and Manufacturing LLC shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified.
 - c. All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) shall be maintained by Berkshire Welco Lab and Manufacturing LLC for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request. After this period, all materials shall be disposed of.
5. Security Audits - Berkshire Welco Lab and Manufacturing LLC shall, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit shall be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, Berkshire Welco Lab and Manufacturing LLC shall also submit a plan to mitigate those concerns within ten business days of submitting the audit.

6. Facility Safety and Compliance

- a. Light - Well lit facility during operational hours with no areas left dark and hidden.
- b. Cameras - Every square inch of the facility is on camera and recorded.
- c. Action - Movement and behavior show that each action is compliant

7. Facility Access Control

- a. All Berkshire Welco Lab and Manufacturing LLC agents shall be provided with an electronic FOB with a defined set of “door access rights” that allow them to perform their job while limiting access to unnecessary areas. These access rights shall be setup dependent on an agent’s department and job title.
- b. Front Door - shall be locked and alarmed with two alarm systems to be disarmed by management; all employees must have their Agent ID card and FOB to enter the manufacturing facility.
- c. Limited Access Area - an indoor or outdoor area on the registered premises of a Marijuana Establishment where cannabis or marijuana products, or their byproducts are cultivated, stored, weighed, packaged, processed, or disposed, under the control of Berkshire Welco Lab and Manufacturing LLC, with access limited to only those marijuana establishment agents designated by the establishment.
 - i. All limited access areas will require FOB access and will only be accessible by the appropriate agents.

8. Ensuring Agent Safety

- a. Our goal is to create an environment where people feel secure without feeling policed.
- b. It is our duty to ensure that no misbehavior takes place inside the facility and/or on our property.
- c. All products are tested for contaminants and potency. All test results and ingredients shall be clearly listed on the packaging to ensure customers are fully aware of what they are consuming.

9. Diversion is defined as the instance of turning something aside from its intended course. In the context of adult-use cannabis and the dispensary this can occur in several ways.

- a. Internal Diversion - Agent removes cannabis products from the facility without paying and/or without the products being properly logged in the Seed-to-Sale tracking system and/or Metrc.
- b. External Diversion - Agent purchases or procures cannabis products for any person under 21 years of age, and/or purchases or procures cannabis products with the intent of selling the products to another individual or party.

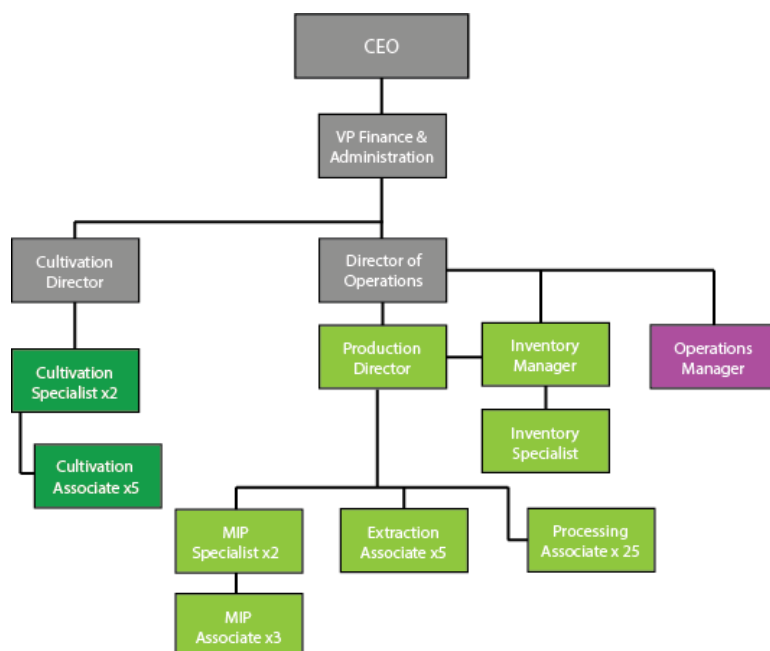
- c. Customer Diversion - Customer purchases cannabis products for any person under 21 years of age, and/or purchases cannabis products with the intention of selling the products to another individual or party.
10. How to Stop Diversion
- a. Listen and look for any “red flag” behavior and/or phrases while interacting with customers.
 - b. If you notice a “red flag”, mention/reiterate to the customer what the laws on diversion are.
 - c. If the customer continues exhibiting behavior that makes you think they are diverting product, speak with a manager on duty about how to deal with the specific case.
11. The main engine of an anti-diversion plan is to deter the events from occurring in the first place. Employees, outside vendors, customers, or visitors shall be able to see signs posted on the premises indicating the threat of surveillance and the threat of reporting suspicious behavior. Moreover, secured Limited Access Areas (LAAs), electronic locks, hidden cameras, training, clear and vigilant incident reporting, onsite presence of Security Director, and cooperation with local Sheffield PD, the electronic tracking system (ETS), as well as cameras that can take HD images and time-stamped footage over all areas where cannabis is handled, evidence to the potential diversion threats, such an activity will inevitably be caught and prosecuted, likely while it is happening or shortly thereafter. Building in a culture of security is important to preventing diversion and Berkshire Welco Lab and Manufacturing LLC will integrate that mindset in the following ways:
- a. Spot check security compliance training led by Security Director.
 - b. Adherence to policies and procedures.
 - c. Electronic ID scanning and age verification
 - d. Mock drills to ensure employees are trained and act according to plan.
 - e. Hidden cameras to ensure all those in facility are behaving when “unwatched.”
 - f. Training on alarm systems, and on when and how to use them.
 - g. Regular semi-annual audits of Security Policies and Procedures.
 - h. Regular audits of Inventory Logs and ETS.
 - i. Regular audits of Security and Surveillance Systems.
 - j. Regular audits of Alarm Systems.
 - k. Regular audits of software for evidence of tampering or altering POS data.
12. Employee Diversion: Real - In the event a Berkshire Welco Lab and Manufacturing LLC employee witnesses another employee, outside vendor or contractor diverting any cannabis, either inside the growing facility, or, outside the facility, the employee will immediately notify the Executive Management Team

(EMT) and the Security Director. A comprehensive investigation will be initiated. The Security Director will report any substantiated incidents to law enforcement and the CCC, all in accordance with Berkshire Welco Lab and Manufacturing LLC's Incident Reporting and Notifications Plans.

13. Employee Diversion: Suspected - In the event an employee suspects another Berkshire Welco Lab and Manufacturing LLC employee, outside vendor or contractor diverting any cannabis products, either inside the facility or outside the facility, the employee will immediately notify the Security Director. The Security Director will notify the EMT and determine if a comprehensive investigation is warranted. If warranted, a comprehensive investigation will be initiated. The Security Director and EMT will report any substantiated incidents to law enforcement and the CCC, all in accordance with Berkshire Welco Lab and Manufacturing LLC's Incident Reporting and Notifications Plans.
14. Employee Discounts: An Anti-Diversion Policy - In an effort to deter any Berkshire Welco Lab and Manufacturing LLC employee from diverting product, Berkshire Welco Lab and Manufacturing LLC shall set a standard employee discount for all products being sold through the dispensary. The percentage of discount and/or the discounted price of products will be determined by the Executive Management Team. The decided upon discount shall be the same for all Berkshire Welco Lab and Manufacturing LLC employees, regardless of department and/or job title. All state mandated limitations on purchase quantities shall still apply.
 - a. Employees are offered a 40% discount with limitations on quantity they are able to purchase per transaction

6. EMPLOYEE MANAGEMENT

1. Organizational Chart



2. Job Descriptions

- a. Chief Executive Officer: The CEO shall provide overall leadership and vision for Berkshire Welco Lab and Manufacturing LLC. The CEO will work with and support the executive management team and employees to assure that Berkshire Welco Lab and Manufacturing LLC is setting reasonable business and community benchmarks, achieving its goals, and fulfilling its mission. CEO duties shall include, but not be limited to, the following:
 - i. Develop, oversee, and execute a staffing plan and certain hiring protocols;
 - ii. Develop and implement personnel policies and procedures;
 - iii. Develop protocols to attract, hire, advance, discipline, and terminate employees and volunteers as needed to support Berkshire Welco Lab and Manufacturing LLC's operations;
 - iv. Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
 - v. Ensure compliance with all workplace policy laws and requirements;
 - vi. Ensure compliance with Massachusetts law and regulations, including 935 CMR 500.000 in totality;
 - vii. Prepare and amend from time to time a Berkshire Welco Lab and Manufacturing LLC plan to assure ongoing compliance with the provisions of 935 CMR 500.101(2)(e)(8);

- viii. Prepare and amend from time to time a set of detailed written operating procedures to assure ongoing compliance with the provisions of 935 CMR 500.105(1);
 - ix. Keep and maintain all Berkshire Welco Lab and Manufacturing LLC records and making such records available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
 - x. Working with the executive management team and the Security Officer, implement a plan to prevent the diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105;
 - xi. Working with the executive management team, implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
 - xii. Ensure that such anti-diversion plan incorporates the use of video monitoring, employee training, written guidance to employees, executive supervision, and physical inspection of the premises, among other tactics;
 - xiii. Ensure that each member of the executive management team shall attest by their signature that they have read and understand the requirements of 935 CMR 500.000 in totality, and shall keep a copy of such attestation within the books and records of Berkshire Welco Lab and Manufacturing LLC;
 - xiv. Lead Berkshire Welco Lab and Manufacturing LLC's interactions with state regulators and municipal officials; and
 - xv. Working as the team leader, with other executives and employees, to review Berkshire Welco Lab and Manufacturing LLC's business and community objectives, and implement plans to achieve those objectives.
- b. VP of Finance and Administration: The VP of Finance and Administration shall be a strategic individual with 7-10 years of managerial accounting and financial management experience in a rapidly growing start-up environment. The VP of Finance and Administration duties shall include, but not be limited to, the following:
- i. Direct all aspects of accounting operations, oversee all transactions related to general ledger, receivables, payables, payroll and financial reporting.

- ii. Analyze the company's financial results with respect to profits, trends, costs and compliance with budgets. Issue regular status and ad hoc reports to senior management.
 - iii. Provide strategic guidance around capital financing options to support company growth needs.
 - iv. Develop and coordinate all relationships with lending/financial institutions.
 - v. Develop and maintain all necessary accounting policies and systems, including general ledger and financial reporting. Ensuring that all records are maintained in accordance with generally accepted accounting principles.
 - vi. Assist senior management in financial planning and results management. Work with other team members to understand revenue and cost drivers and define appropriate reports for tracking.
 - vii. Coordinate, prepare and review monthly, quarterly, and annual reports.
 - viii. Coordinate and/or prepare tax schedules, returns and information.
 - ix. Manage relationships with insurance providers and ensure compliance.
 - x. Manage all tax planning and compliance with all required federal, state, local, payroll, property and other applicable taxes.
 - xi. Manage cash flow.
 - xii. Build an accounting department as the company grows.
 - xiii. Interact with venture capital partners and board of directors.
 - xiv. Other finance and administrative duties as required.
- c. Cultivation Director: The Cultivation Director shall operate and be responsible for maintenance, staffing, and ongoing operation of the cultivation facility. The Cultivation Director's duties shall include, but not be limited to, the following:
- i. Implement all policies and procedures relating to the cultivation facility;
 - ii. Coordinate all cultivation staff work hours, assignments, and collaborations;
 - iii. Develop a plan to meet the demands of the business;
 - iv. Coordinate repairs and maintenance;
 - v. Supervise and train cultivation employees in an ongoing capacity;
 - vi. Provide mandatory training for new cultivation employees;
 - vii. Maintain a record of space allocations;

- viii. Work with cultivation staff to promote successful operations in all Berkshire Welco Lab and Manufacturing LLC cultivation facilities;
 - ix. Maintain a database of environmental controls and conditions;
 - x. Provide pesticide control strategies and ensure IPM program effectiveness;
 - xi. Adjust all mechanical systems and cultivation operations for optimum efficiency and production; and
 - xii. Ensure quality control and testing of marijuana flower in compliance with 935 CMR 500.160.
- d. Operations Manager: The Operations Manager is responsible for implementing security policies and procedures for Berkshire Welco Lab and Manufacturing LLC. The Operations Manager will maintain, implement, review, and amend such policies as required by the business. Operations Manager duties shall include, but not be limited to, the following:
- i. Ensure compliance with all provisions of 935 CMR 500.110;
 - ii. Review and ensure proper maintenance of all security apparatus including physical, human, and technological security methods and equipment;
 - iii. Interact with state inspectors and municipal law enforcement authorities;
 - iv. Train and supervise security staff;
 - v. Develop a plan for educating employees on the strict anti-diversion policy at Berkshire Welco Lab and Manufacturing LLC;
 - vi. Develop, review, and supervise the process through which Berkshire Welco Lab and Manufacturing LLC will report security incidents;
 - vii. Prepare reports, in written and electronic form, relative to the maintenance of security at Berkshire Welco Lab and Manufacturing LLC, and generate any reports required by regulation to be provided to state regulators or law enforcement;
 - viii. Maintain current list of all authorized and registered employees working for Berkshire Welco Lab and Manufacturing LLC;
 - ix. Maintain current list of all employees authorized to access designated areas of the facility;
 - x. Lead a working group comprised of the CEO, Department Directors, and any other designated personnel to ensure that current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Berkshire Welco Lab and Manufacturing LLC employees and assets;

- xi. Work with the Department Directors to ensure that all personnel complete and satisfy all background check requirements prior to performing and Berkshire Welco Lab and Manufacturing LLC functionality;
 - xii. Provide staffing, shift change, and general oversight of security operations; and
 - xiii. In the event of any suspected diversion incident, perform an internal audit, referencing video surveillance, and product tracking software, to locate the time, place, and agent involved with the discrepancy, and document and report in accordance with 935 CMR 500.110(1)(m).
- e. Production Director: The Production Director is responsible for handling all post-harvest product. The Production Director shall operate and be responsible for maintenance, staffing, and ongoing operation of the production facility. The Production Director's duties shall include, but not be limited to, the following:
- i. Handling and transporting all harvested plants from cultivation rooms to the trim room;
 - ii. Handling, transporting, and disposing of all waste material from cultivation rooms;
 - iii. Supervision of trim and production capabilities;
 - iv. Delegation of tasks to Trim Specialists;
 - v. Ensuring quality control and testing of marijuana infused products in compliance with 935 CMR 500.160;
 - vi. Monitoring the status of the dry room and all product in the process of drying;
 - vii. Recording wet and dry weight for all product including flowers and trim;
 - viii. Overseeing bulk packaging, transfer, and storing in product vault;
 - ix. Preparation of product for retail and wholesale markets;
 - x. In collaboration with Inventory Manager, develop procedures for inventory management, including electronic tracking and the allocation of physical space, shelves, and containers within the premises including inventory protocols in compliance with 935 CMR 500.105(8) and (9); and
 - xi. In collaboration with Inventory Manager, develop product scheduling to support sales and product development objectives.
- f. Director of Operations: The Director of Operations will be accountable for overseeing and integrating operations across Cultivation, Processing, Distribution, and Sales. This role provides both high-level strategy and

day-to-day operational leadership by leading and collaborating with the directors of each business unit, improving operational efficiencies, and working with leadership on quarterly and annual plans and goals. The Director of Operations will be expected to interface with the owners, staff, security, law enforcement, vendors, landlords, and customers to ensure the business's growth and that all aspects of the business are in compliance with local and state regulations. Priorities include the implementation of procedures and policies; the hiring, training and supervision of departmental management; the maintenance of statistical reports as they pertain to the daily operation of the business; and the representation of the company's mission and vision to elected officials, law enforcement, media, and the general public. This position will work closely with the executive management team and department directors on forecasting, P&L management, implementing operational processes, ensuring compliance with regulations, and streamlining inventory management.

- i. Integrate operations across business units: cultivation, processing, distribution, and sales (retail and wholesale). Identify and solve operational inefficiencies and opportunities. Streamline business processes, procedures, and overall workflow to improve throughout.
- ii. Maintain close communication and coordination with the customer facing side of Berkshire Welco Lab and Manufacturing LLC's business to establish targets, develop weekly/monthly reporting procedures, and share best practices. Collaborate with dispensary manager, inventory manager, and department directors to convert sales (demand) forecasts into production and manufacturing plans.
- iii. Maintain a strong focus on improvement of quality, scale and efficiency of operations. Source and implement equipment and technology solutions to improve operational efficiency and data analysis.
- iv. Develop KPIs across the organization to empower decision-making to ensure business sectors are operating efficiently.
- v. Work with executive management group and department directors to build consensus on strategic objectives, goals and operational plans; discuss supply/demand, new projects, and upcoming information.
- vi. Lead weekly/monthly meetings with the management team to review forecasts and align on supply/demand plans to develop new projects.

- vii. Work closely with department directors to implement best practices, drive continuous improvement, and ensure SOPs are followed in daily processes.
 - viii. Establish operational policies that promote the company vision.
 - ix. Ensure compliance with all safety, security, and regulatory policies and procedures within facilities.
 - x. Manage the overall welfare of the team.
 - xi. Interview, recruit and hire to fill gaps in open positions in a timely manner based on operational needs.
 - xii. Address company policy violations and work in conjunction with CEO and direct managers to administer disciplinary action.
 - xiii. Identify, lead and develop talent to maximize individual, team, and organizational effectiveness to meet company goals.
 - xiv. Provide leadership, training, guidance, and support to team members in a way that fosters continuous learning and improvement in performance of the business.
 - xv. Solve problems, put out fires, handle inter-departmental communication and help ensure the ship stays afloat.
- g. Inventory Manager: At least weekly, the Inventory Manager shall record an inventory count and shall report the findings to the necessary Department Directors. Additional Inventory Management responsibilities shall include, but not be limited to, the following:
- i. Develop and implement comprehensive inventory controls;
 - ii. Develop and implement comprehensive reporting policies to meet internal and external reporting requirements;
 - iii. Maintain all inventory records;
 - iv. Training and supervising all Associate Inventory Agents
 - v. Handle, store, label, and track all inventory; and
 - vi. Working with Department Directors, implement safe and compliant transportation protocols, including but not limited to compliance with 500.050(5)(a)
- h. Inventory Specialist: Inventory Specialists will support the daily functionality of the Inventory Manager. Additional Inventory Specialist responsibilities shall include, but not be limited to, the following:
- i. Maintaining all records relating to inventory, including storage, transfer, audit, package, inventory levels and demand, and other records as required by the business;
 - ii. Documenting the acquisition, sale, disposal, and ending inventory counts on a daily and monthly basis;

- iii. Ensuring that product is properly packaged, stored, labeled, maintained, and recorded within Berkshire Welco Lab and Manufacturing LLC's electronic and physical systems; and
 - iv. Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12).
- i. Cultivation Specialists: Cultivation Specialists are responsible for all tasks assigned by the Cultivation Director. Cultivations Specialists report directly to the Cultivation Director, or by designation of the Cultivation Director, to Associate Cultivation Agents. Responsibilities shall include, but not be limited to, the following:
 - i. Nutrition, water, and irrigation;
 - ii. Cleaning and sterilizing;
 - iii. Pruning and potting;
 - iv. Application of pesticide and pest control;
 - v. Plant and media monitoring for mold and pest;
 - vi. Propagation; and
 - vii. Table and equipment assembly/maintenance.
- j. Cultivation Associates: Cultivation Associates participate in daily cultivation tasks. Cultivation Associates operate under the supervision of the Cultivation Director. Responsibilities shall include, but not be limited to, the following:
 - i. Perform routine maintenance and oversight of cultivation equipment, including tables, lights, HVAC, irrigation, and nutrition systems;
 - ii. Develop harvest schedules;
 - iii. At the direction of the Cultivation director, supervise all cultivation tasks, including the application of pesticides.
 - iv. Monitor, inventory, purchase, and store all cultivation supplies and order such supplies as needed; and
 - v. Report to the Cultivation Director at the close of business every day.
- k. Extraction Associates: Extraction Associates are responsible for navigating day-to-day laboratory operations. Extraction Associates report directly to the Production Director. Additional Extraction Associates responsibilities shall include, but not be limited to, the following:
 - i. Receiving daily tasks from the Production Director;
 - ii. Working with the extraction equipment to assist with the extraction process, cleaning up equipment, and conducting general lab duties;
 - iii. Ensuring equipment is maintained regularly and products and workflow meet the necessary specifications;

- iv. Assisting with the front-end processing of raw materials, including weighing, grinding, cleaning and general lab work;
 - v. Washing and sterilizing laboratory glassware and equipment;
 - vi. Performing some administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, and auditing products and supplies
 - vii. Responsible for inventory, recordkeeping, quality of product at all times, and maintaining inventory via seed to sale tracking; and
 - viii. Providing supervision and leadership to the Extraction Lab regarding production schedules, associated testing, continuously improving quality, reducing waste, and increasing throughput.
- I. MIP Specialists: MIP Specialists are responsible for producing marijuana infused products. MIP specialists report directly to the Production Director. Additional MIP Specialist responsibilities shall include, but not be limited to, the following:
- i. Receiving daily tasks from the Production director;
 - ii. Designing, developing, and producing Marijuana Infused Products with suitable characteristics such as dose, look, feel, taste, and texture;
 - iii. Extracting marijuana and trim;
 - iv. Maintaining and operating all MIP equipment and machinery;
 - v. Storing, curing, and packaging Marijuana Infused Products;
 - vi. Reporting to the Production Director on a daily basis with respect to quality, quantity, and expected inventory; and
 - vii. Cleaning and maintaining all furniture, fixtures, and equipment relating to MIP production.
- m. MIP Associates: MIP Associates participate in daily manufacturing tasks. MIP Associates operate under the supervision of the Production Director. Responsibilities shall include, but not be limited to, the following:
- i. Working directly with the Production Director and MIP Specialists to ensure a productive workflow;
 - ii. Supporting the MIP Team to meet all manufacturing goals set by the Production Director;
 - iii. Cleaning glassware and workspaces to ensure all sanitation requirements are met on a daily basis;
 - iv. Assisting with the production of MIPs and supporting the MIP team with formulations, mixing of products, and weighing and preparing ingredients for the manufacturing process;
 - v. Maintaining all MIP equipment and tracking all require maintenance on machinery used for the manufacturing of MIPs
- n. Processing Associates: Processing Associates are responsible for post-harvest trimming of marijuana plants, by both mechanical and

manual means. Processing Associates report directly to the Production Director. Additional Processing Associates responsibilities shall include, but not be limited to, the following:

- i. Receiving daily tasks from the Production Director;
- ii. Assisting in the harvest of marijuana;
- iii. Trimming marijuana plants;
- iv. Packaging marijuana plants;
- v. Maintaining a sterile environment in the Trim Room;
- vi. Cleaning and maintaining scissors and trim machines; and
- vii. Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12)

3. Registration of Marijuana Establishment Agents

- a. Berkshire Welco Lab and Manufacturing LLC shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with Berkshire Welco Lab and Manufacturing LLC. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:

- i. Be 21 years of age or older;
- ii. 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 another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- iii. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

- b. An application for registration of a marijuana establishment agent shall include:

- i. The full name, date of birth, and address of the individual;
- ii. All aliases used previously or currently in use by the individual, including maiden name, if any;
- iii. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- iv. An attestation that the individual will not engage in the diversion of marijuana products;
- v. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

- vi. Background information, including, as applicable:
 - 1. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - 3. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - 4. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- vii. A nonrefundable application fee paid by Berkshire Welco Lab and Manufacturing LLC; and
- viii. Any other information required by the Commission.
- c. A Berkshire Welco Lab and Manufacturing LLC executive registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Berkshire Welco Lab and Manufacturing LLC seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.
- d. Berkshire Welco Lab and Manufacturing LLC shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

- e. A registration card shall be valid for one year from the date of issue and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
 - f. After obtaining a registration card for a marijuana establishment agent, Berkshire Welco Lab and Manufacturing LLC shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
 - g. A Berkshire Welco Lab and Manufacturing LLC agent shall carry the registration card associated with Berkshire Welco Lab and Manufacturing LLC at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
 - h. A Berkshire Welco Lab and Manufacturing LLC agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
4. Training - Berkshire Welco Lab and Manufacturing LLC shall ensure that all Berkshire Welco Lab and Manufacturing LLC agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually. Employee and Employee Training Records including agent training documents will be kept on record for review by management or a CCC agent.
5. Grounds for Immediate Dismissal
- a. Berkshire Welco Lab and Manufacturing LLC shall enact a policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission
 - ii. Engaged in unsafe practices with regard to operation of Berkshire Welco Lab and Manufacturing LLC, which shall be reported to the Commission
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

6. General Employment

- a. Standard Employment Practices - Berkshire Welco Lab and Manufacturing LLC offers competitive wage and benefits packages. Berkshire Welco Lab and Manufacturing LLC shall develop a workplace culture that values work-life balance, transparent and accessible management, and a work ethic consistent with the cannabis program in Massachusetts.
- b. Compensation - Compensation shall be negotiated on an individual basis. Berkshire Welco Lab and Manufacturing LLC shall determine compensation based on the prevailing wage in the marketplace. Compensation shall account for skill, experience, education, work history, and other lawful criteria as determined by Berkshire Welco Lab and Manufacturing LLC. The CEO and executive management team shall determine compensation rates. Berkshire Welco Lab and Manufacturing LLC shall at all times comply with applicable state and federal law in determining employee compensation.
- c. Compliance with Law and Regulation - Berkshire Welco Lab and Manufacturing LLC's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, 935 CMR 500.000 in totality, and with laws pertaining to holidays, work hours, personal time, paid time off, confidentiality, and workplace safety. The executive management team oversees company compliance, and the CEO shall implement company policies and procedures.
- d. Work Schedules - Work schedules shall be part-time and/or full-time. Schedules will be set and classified according to the demands of the business. Berkshire Welco Lab and Manufacturing LLC shall develop and implement work schedules that provide necessary duty and personnel coverage. Berkshire Welco Lab and Manufacturing LLC shall determine work schedules to ensure adequate coverage on a daily basis and to diminish the likelihood of duplicate staffing or overtime coverage.
- e. Performance Reviews - At least annually, all employees shall receive performance reviews. A written review, in a form determined by the CEO, shall accompany each employee review. Such review shall be signed by the employee and shall be retained in the personnel files of the company. As determined by the CEO, reviews shall provide a reasonable evaluation of employee performance and may include scoring metrics, narrative content, and other performance methodologies.

- f. Vacation, Paid Leave, and Family Leave Policies - Berkshire Welco Lab and Manufacturing LLC's leave policies will comport with all applicable state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation annually. Leave must be requested at least two weeks in advance and approved by the CEO or designee. Berkshire Welco Lab and Manufacturing LLC anticipates observing all national holidays and will elect on an annual basis whether to observe state holidays.
- g. Disciplinary Policy - Berkshire Welco Lab and Manufacturing LLC has adopted a disciplinary policy designed to provide a graduated series of corrective actions. This policy, called the "Steps" policy, is intended to improve employee performance, promote the maintenance of a cohesive and productive workplace, and prevent recurring adverse behaviors. In addressing disciplinary matters, Berkshire Welco Lab and Manufacturing LLC shall apply the steps described below:
 - i. Step 1: Individual Advice and Counsel - A member of the executive management team shall individually discuss the subject conduct with the employee. The executive shall identify the offending conduct and clearly outline company expectations for resolution.
 - ii. Step 2: Written Warning - Within seven (7) days of the discussion in Step 1, the executive will prepare a document characterizing the discussion and will provide a copy of the document to the employee. The employee will sign the document, a copy of which Berkshire Welco Lab and Manufacturing LLC will maintain in the personnel file.
 - iii. Step 3: Final Written Warning - Should the offending conduct persist or reoccur, a member of the executive management team will prepare a document characterizing the offending conduct and will provide a copy of the document to the employee. The document may include witness statements or reference other evidence. The document will state "Final Warning" in prominent text. The employee will sign the document, a copy of which Berkshire Welco Lab and Manufacturing LLC will maintain in the personnel file. If the executive finds the offending conduct problematic, disruptive and/or harmful, or jeopardizes the health and/or safety of other employees, the executive may recommend to the CEO that the employee be removed from the workplace. The CEO shall act on any such recommendation within forty-eight (48) hours.
 - iv. Step 4: Termination of Employment - The last step is termination of employment. Berkshire Welco Lab and Manufacturing LLC reserves

the right to terminate if, notwithstanding the steps set forth above, employee conduct fails to comport with Berkshire Welco Lab and Manufacturing LLC's policies and procedures. Berkshire Welco Lab and Manufacturing LLC reserves the right to terminate without prior notice or disciplinary action. The CEO must approve termination in writing, a copy of which Berkshire Welco Lab and Manufacturing LLC will maintain in the personnel file.

- v. Note: Nothing in this policy provides any contractual right regarding employee discipline or counseling, nor shall anything in this policy be construed as modifying or altering the at-will employment relationship established between Berkshire Welco Lab and Manufacturing LLC and its employees.
- h. Conduct Not Subject to "Steps" Disciplinary Policy - Illegal behavior is not subject to the "Steps" policy and may be reported to local law enforcement. Intoxication, sexual harassment, bullying, theft, misappropriation of intellectual property, and like behaviors shall not be subject to the "Steps" policy and may be grounds for immediate termination.
- i. Separation of Employment - A separating employee may contact the CEO or other supervising authority to schedule an exit interview. Berkshire Welco Lab and Manufacturing LLC reserves the right to refuse any such interview. The interview, if any, shall occur on or after the employee's last day of work. BW will follow all state requirements upon terminating employees
- j. Company Property - A separating employee must return all company property at the time of separation. This shall include, but not be limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return items may result in deductions from final paycheck. An employee may be required to sign a wage deduction authorization form to facilitate the deduction of the cost of unreturned items from the final paycheck.
- k. Termination of Employee Benefits - An employee separating from Berkshire Welco Lab and Manufacturing LLC is eligible to receive benefits as long as the appropriate procedures are followed. Two weeks notice must be given and the employee must work the full two work weeks. Any unused accrued vacation leave will be paid in the last paycheck.
- l. COBRA Health Insurance - Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Berkshire Welco Lab and Manufacturing LLC shall provide information about employee rights under the Consolidated

Omnibus Budget Reconciliation Act (COBRA) relative to the continuation of health insurance coverage.

- m. Standards Of Conduct - Berkshire Welco Lab and Manufacturing LLC is committed to maintaining an environment conducive to the health and wellbeing of customers, employees, and the community. Berkshire Welco Lab and Manufacturing LLC shall endeavor to provide a workplace free from harassment, bullying, and discrimination. Berkshire Welco Lab and Manufacturing LLC will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, or any other trait or characteristic protected by law. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Berkshire Welco Lab and Manufacturing LLC's values and shall provide grounds for discipline, up to and including termination. Berkshire Welco Lab and Manufacturing LLC policies shall prohibit any physical or verbal conduct that:
 - i. Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
 - ii. Has the purpose or effect of unreasonably interfering with an employee's work performance; or
 - iii. Adversely affects an employee's employment opportunities.
 - n. Standards of Conduct - All Berkshire Welco Lab and Manufacturing LLC employees shall maintain the highest degree of professional behavior. Harassment or discrimination by or against employees is strictly prohibited, and the CEO shall promptly address any offending conduct.
 - o. At-Will Employment - Unless otherwise specified in a signed writing executed by the CEO and the employee, employment at Berkshire Welco Lab and Manufacturing LLC shall be at-will. The employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Each party reserves the right to end the employment.
 - p. Workplace Attire - Workplace attire must be suitable for each specific role and task. The CEO and executive management team shall determine appropriate attire and shall ensure compliance with all workplace attire requirements.
7. Alcohol, Drugs & Illegal Substance Abuse
- a. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol in the workplace and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on Company premises or while

using Company vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system.

- b. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes, by the person to whom the drugs are prescribed, or in prescribed amounts. To the extent permitted by Massachusetts state law, marijuana is exempted from the definition of "illegal drug". For purposes of this policy as it relates to the use or possession, other than "Work Required Possession". The term "Work Required Possession" means the possession for work purposes only, of Cannabis and any of its component or chemical parts, required to perform an employee's job at a duly licensed Company facility engaged in the Cannabis industry.
 - c. Notwithstanding anything stated in this policy, it shall be a violation of this policy to be impaired on the job or in the workplace, and such impairment shall be a violation of this policy and subject the employee to discipline, up to and including termination of employment.
 - d. In addition to compliance with this policy, each employee is required to comply with all licensing or other regulatory requirements imposed by law to work in a Company facility.
 - e. You must notify your supervisor if you are taking any drug or substance that would render you unable to complete your assigned work in a safe and proper manner.
 - f. Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment.
 - g. Employees must cooperate with the Company's investigation of possible violations of this substance abuse policy. As part of this cooperation, employees must report to their supervisor or other management personnel, or Human Resources any known or suspected violations of this policy. An employee's refusal to cooperate with an investigation conducted under this policy will subject him or her to disciplinary action, up to and including termination.
8. Diversity Plan - Berkshire Welco Lab and Manufacturing LLC believes in creating and sustaining a robust policy of inclusivity and diversity and that diversity in the workforce is key to the integrity of a company's commitment to its community. This plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in operations of our business. Berkshire Welco Lab and Manufacturing LLC will make every effort to employ and advance in employment

qualified and diverse people at all levels within the company. Based in the rural Berkshires, Berkshire Welco Lab and Manufacturing LLC may have some challenges to achieving workplace diversity, but the Company is committed to diversity in all elements of its operations.

- a. Berkshire Welco Lab and Manufacturing LLC is dedicated to creating a diverse culture with a commitment to equal employment for all individuals. Berkshire Welco Lab and Manufacturing LLC's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants for employment and include the following steps:
 - i. Developing relationships with organizations serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals. These organizations will likely be based throughout the Berkshires, but we will make special efforts in the Cities of Pittsfield and North Adams;
 - ii. Providing briefings to representatives from recruitment sources concerning current and future job openings;
 - iii. Encouraging employees from diverse groups to refer applicants for employment;
 - iv. Participating in career day programs in Pittsfield and North Adams and encouraging Berkshire Welco Lab and Manufacturing LLC' diverse employees to participate whenever possible;
 - v. Establishing recruitment efforts at higher learning institutions including Berkshire Community College; and
 - vi. Ensuring that job openings are sent to community partners.
- b. Berkshire Welco Lab and Manufacturing LLC will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. Berkshire Welco Lab and Manufacturing LLC will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions.
- c. Berkshire Welco Lab and Manufacturing LLC's diversity awareness training emphasizes the company's zero-tolerance commitment against harassment and discrimination, and strict adherence to take corrective action should any issues, concerns, or complaints arise. All employees will be required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

- d. Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.
- e. Dissemination of information of the Diversity Plan will include the following:
 - i. Inclusion of the Equal Employment Opportunity and Reasonable Accommodation statement in the Employee Handbook;
 - ii. Inclusion of zero-tolerance policies for harassment, discrimination, bullying, and other actions;
 - iii. Postings in suitable areas for employee communication;
 - iv. Diversity training programs for all employees;
 - v. Quarterly progress evaluation meetings with appropriate personnel; and
 - vi. Formal presentations made to management and employees on diversity initiatives.
- f. Berkshire Welco Lab and Manufacturing LLC will establish a Diversity Committee (the "Committee") to assist the executive management team and the Human Resources Manager with the implementation, growth and regular review of the Diversity Plan. The initial members of the Committee will be selected by the executive management team based on their diverse status and their personal commitments to diversity. Additional members of the Committee may be added at the discretion of the executive management team. The Committee will be responsible for:
 - i. Developing Equal Employment Opportunity (EEO) statements, policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan;
 - ii. Assisting in the identification of problematic areas for EEO, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to equal opportunity and fair treatment of all employees;
 - iii. Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
 - iv. Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity;

- v. Keeping the company informed of equal opportunity progress through quarterly reports;
- vi. Reviewing the Diversity Plan with management at all levels of the organization to ensure that the Diversity Plan is understood; and
- vii. Auditing internal and external job postings to ensure information is in compliance with the Diversity Plan and other Company diversity policies and procedures.

7. Inventory Management

1. General Inventory

- a. The purpose of Inventory Management and the Electronic Tracking System (“ETS”) is to ensure continuous traceability and chain of custody of all cannabis coming in or out of Berkshire Welco Lab and Manufacturing LLC, including the legality and compliance of recipients.
- b. Department directors will ensure that Berkshire Welco Lab and Manufacturing LLC’s inventory is tracked by number, weight, and amount of cannabis. This includes all cannabis that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, quarantined, has opened or breached packaging, or inventory in transit.
- c. Inventory management and the electronic tracking system (ETS) will be accurate and capable of producing, upon request, reports on all cannabis on-hand, including expired, damaged, deteriorated, mislabeled, contaminated, recalled, quarantined, opened or breached packaging, or inventory in transit. The Inventory Log Form will be established electronically with a comprehensive outline of all required inventory counts and will serve as a backup to the ETS real-time inventory. All inventory policies and procedures relevant to the receipt and distribution of cannabis are comprehensively addressed.
- d. Discrepancies identified during inventory such as diversion, theft, loss, and any criminal action involving Berkshire Welco Lab and Manufacturing LLC, or the employee will be reported to the Operations Manager and to the CCC. The Operations Manager will also report any verifiable incident of unauthorized destruction of cannabis to the CCC and law enforcement.
- e. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- f. In an effort to coordinate all inventory, Berkshire Welco Lab and Manufacturing LLC will deploy Wi-Fi enabled tablets and Wi-Fi communications throughout all dedicated storage areas and inside the transport vehicle. All changes to the Inventory Log will be made electronically and in real-time and will update across the network; therefore, changes made by any authorized employee or director will be instantaneous and accurately reflect the real, on-hand inventory in different locations within the facility and in transit.
 - g. Non-Electronic Backup Inventory Management. Paper logs and writing utensils will be available in all areas in the event of a Wi-Fi or equipment failure. At the resolution of such a failure or at the end of each work day, these will be collected, compiled, scanned, and recorded into the ETS system. These scanned images of the paper copies will be included in each of the required and corresponding logs. The failure itself will be noted in the Adverse Event Log.
 - h. Berkshire Welco Lab and Manufacturing LLC shall:
 - i. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of manufacturing, and finished, stored marijuana products;
 - ii. Conduct a monthly inventory of marijuana in the process of manufacturing and finished, stored marijuana;
 - iii. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
 - iv. Promptly transcribe inventories if taken by use of an oral recording device.
 - i. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
 - j. Berkshire Welco Lab and Manufacturing LLC shall tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
 - k. 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.
2. Handling of Marijuana
- a. Berkshire Welco Lab and Manufacturing LLC shall process marijuana in a safe and sanitary manner as specified in 935 CMR 500.105(3).

- i. Only the leaves and flowers of the female marijuana plant shall be processed.
- ii. Material being processed shall meet all of the following requirements:
 - 1. Well cured and generally free of seeds and stems;
 - 2. Free of dirt, sand, debris, and other foreign matter;
 - 3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 4. Prepared and handled on food-grade stainless steel tables;
 - 5. Packaged in a secure area.
- b. Berkshire Welco Lab and Manufacturing LLC shall comply with the following sanitary requirements:
 - i. Any Berkshire Welco Lab and Manufacturing LLC agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
 - ii. Any Berkshire Welco Lab and Manufacturing LLC agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - 1. Maintaining adequate personal cleanliness; and
 - 2. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
 - iii. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in Berkshire Welco Lab and Manufacturing LLC production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
 - iv. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
 - v. Litter and waste shall be properly removed, 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).

- vi. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- vii. There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
- viii. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
- ix. 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. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.
- x. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.
- xi. Berkshire Welco Lab and Manufacturing LLC'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 Berkshire Welco Lab and Manufacturing LLC's needs.
- xii. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout Berkshire Welco Lab and Manufacturing LLC. Plumbing shall properly convey sewage and liquid disposable waste from Berkshire Welco Lab and Manufacturing LLC. There shall be no cross-connections between the potable and wastewater lines.
- xiii. Berkshire Welco Lab and Manufacturing LLC shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- xiv. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- xv. 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.

- xvi. 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).

- c. Berkshire Welco Lab and Manufacturing LLC shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

3. Storage of Cannabis

- a. Berkshire Welco Lab and Manufacturing LLC shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.
- b. All storage areas with cannabis shall be clear, orderly, and free from infestation by insects, rodents, birds, and other pests
- c. Berkshire Welco Lab and Manufacturing LLC storage areas shall be maintained in accordance with the security requirements of 935 CMR 500.110.
- d. Berkshire Welco Lab and Manufacturing LLC shall have separate areas for storage of marijuana that is curing, being held prior to trimming, being trimmed or packaged, or stored after packaging. Plants undergoing batch processing must be labeled and inventoried in the ETS in real-time.
- e. Berkshire Welco Lab and Manufacturing LLC shall store all cannabis in a safe and sanitary manner as specified in 935 CMR 500.105(3). See above section, Handling of Marijuana, for all practices.

4. Waste Management

- 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.
- b. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements.
- c. Organic material, recyclable material and solid waste generated at Berkshire Welco Lab and Manufacturing LLC shall be redirected or disposed of as follows:

- i. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
 - 1. 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 remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture 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;
 - c. Solid waste containing cannabis waste generated at Berkshire Welco Lab and Manufacturing LLC shall be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it 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 state agency in the state in which the facility is located.
 - d. No fewer than two Berkshire Welco Lab and Manufacturing LLC agents must witness and document how the marijuana waste is disposed of or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Berkshire Welco Lab and Manufacturing LLC shall create and maintain a written or 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 Marijuana Establishment Agents present during

the disposal or other handling, with their signatures. Marijuana Establishments 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.

- d. Disposal of cannabis finished products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose original packaging has been tampered with, breached, or otherwise compromised will be kept in a separate enclosed, locked, monitored, temperature and humidity controlled, ventilated LAA accessible only to the Manufacturing Director, Manufacturing Technicians, and the Director of Operations.
 - i. Having this area separate will ensure that no waste material could potentially contaminate or be mixed in with sellable, clean product.
 - ii. Procedure shall provide written documentation of the disposition of the marijuana.
 - e. All organic and biological material as well as spent byproducts of the manufacturing cycle will be secured and transported into the locked waste disposal area.
 - i. Spent solvents will be reclaimed and recycled to minimize all liquid waste generated on site.
 - f. Berkshire Welco Lab and Manufacturing LLC shall ensure all waste disposal is in compliance with 935 CMR 500.105(12).
5. Transportation Between Marijuana Establishments
- a. General Procedures
 - i. Berkshire Welco Lab and Manufacturing LLC shall, as an element of its license, be licensed to transport its marijuana products to other licensed establishments, except as otherwise provided herein.
 - ii. Marijuana products may only be transported between licensed Marijuana Establishments by registered marijuana establishment agents.
 - iii. A licensed Marijuana Transporter may contract with a Berkshire Welco Lab and Manufacturing LLC to transport Berkshire Welco Lab and Manufacturing LLC marijuana products to other licensed Marijuana Establishments.
 - iv. Berkshire Welco Lab and Manufacturing LLC and the receiving licensed Marijuana Establishments shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program. For the purposes of tracking, seeds and clones will be properly

tracked and labeled in a form and manner determined by the Commission.

- v. Any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment shall be transported back to Berkshire Welco Lab and Manufacturing LLC.
- vi. All vehicles transporting marijuana products shall be staffed with a minimum of two marijuana establishment agents. At least one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products.
- vii. Prior to leaving Berkshire Welco Lab and Manufacturing LLC for the purpose of transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC agent(s) shall weigh, inventory, and account for, on video, all marijuana products to be transported.
- viii. Within eight hours after arrival at the destination Marijuana Establishment, the destination establishment shall re-weigh, re-inventory, and account for, on video, all marijuana products transported.
- ix. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video shall show each product being weighed, the weight, and the manifest.
- x. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
- xi. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
- xii. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transportation times and routes are randomized.
- xiii. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transport routes remain within the Commonwealth.
- xiv. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation,

consistent with applicable requirements pursuant to 21 CFR 1.908(c).

- xv. All vehicles used in the transportation of cannabis products shall be equipped with a video system with video cameras aimed on the driver area of the vehicle as well as in the storage area of the vehicle, including all doors to the storage area. Video cameras will be equipped with additional battery packs to ensure that product may be monitored continuously during the delivery process. Cameras will be able to produce a clear, color image, whether live or recorded and an accurate date and time stamp that does not obscure the image will be embedded in all recordings.

b. Reporting

- i. Berkshire Welco Lab and Manufacturing LLC agents shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
- ii. Berkshire Welco Lab and Manufacturing LLC agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.

c. Vehicles

- i. A vehicle used for transporting marijuana products shall be:
 - 1. owned or leased by Berkshire Welco Lab and Manufacturing LLC or a licensed Marijuana Transporter;
 - 2. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Berkshire Welco Lab and Manufacturing LLC and shall be made available to the Commission upon request);
 - 3. equipped with an alarm system approved by the Commission;
 - 4. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
- ii. Marijuana products shall not be visible from outside the vehicle.
- iii. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of Berkshire Welco Lab and Manufacturing LLC.

- iv. When transporting marijuana products, no other products may be transported or stored in the same vehicle.
 - v. No firearms may be located within the vehicle or on a marijuana establishment agent.
- d. Storage
 - i. Marijuana products shall be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products.
 - ii. The storage compartment shall be sufficiently secure that it cannot be easily removed.
 - iii. When transporting marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment.
- e. Communications
 - i. Any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 - 1. not a mobile device that is easily removable;
 - 2. attached to the vehicle at all times that the vehicle contains marijuana products;
 - 3. monitored by Berkshire Welco Lab and Manufacturing LLC during transport of marijuana products;
 - 4. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
 - ii. Each Berkshire Welco Lab and Manufacturing LLC agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
 - iii. Secure types of communication include, but are not limited to:
 - 1. two-way digital or analog radio (UHF or VHF)
 - 2. cellular phone
 - 3. satellite phone
 - iv. When choosing a type of secure communications, the following shall be taken into consideration:
 - 1. cellular signal coverage
 - 2. transportation area
 - 3. base capabilities

4. antenna coverage
 5. frequency of transportation
- v. Prior to, and immediately after leaving the originating location, Berkshire Welco Lab and Manufacturing LLC agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.
 - vi. If communications or the GPS system fail while on route, the Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall return to the originating location until the communication system or GPS system is operational.
 - vii. Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
 - viii. The originating location shall have a Berkshire Welco Lab and Manufacturing LLC agent assigned to monitoring the GPS unit and secure form of communication, who shall log all official communications with Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products.
- f. Manifests
- i. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.
 - ii. Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email.
 - iii. Upon arrival at the destination Marijuana Establishment, a marijuana establishment agent at the destination Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:
 1. the originating Marijuana Establishment name, address, and registration number;
 2. the names and registration numbers of the agents who transported the marijuana products;
 3. the name and registration number of the marijuana establishment agent who prepared the manifest;

4. the destination Marijuana Establishment name, address, and registration number;
 5. a description of the marijuana products being transported, including the weight and form or type of product;
 6. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
 7. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;
 8. a signature line for the marijuana establishment agent who receives the marijuana products;
 9. the weight and inventory before departure and upon receipt;
 10. the date and time that the transported products were re-weighed and re-inventoried;
 11. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
 12. the vehicle make, model, and license plate number.
- iv. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
 - v. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.
- g. Agents
- i. Each employee or agent transporting marijuana products shall be registered as a Berkshire Welco Lab and Manufacturing LLC agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate prior to transporting or otherwise handling marijuana products.
 - ii. Each Berkshire Welco Lab and Manufacturing LLC agent shall carry his or her registration card at all times when transporting marijuana products, and shall produce his or her registration card to the Commission or law enforcement officials upon request.
- h. Berkshire Welco Lab and Manufacturing LLC shall use best management practices to reduce energy and water usage, engage in energy

conservation and mitigate other environmental impacts when transporting product.

6. Inventory Control Software

- a. Berkshire Welco Lab and Manufacturing LLC shall tag and track all marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
- b. Berkshire Welco Lab and Manufacturing LLC embraces the use of the electronic tracking system prescribed by the CCC ('METRC') and will fully adopt an ETS real-time inventory system.
 - i. ETS Functionality: Logging, Verification, and Monitoring Transactions - Every transaction where cannabis is exchanged is recorded within both internal Inventory Logs and the ETS. This provides continuous traceability of all materials entering or leaving Berkshire Welco Lab and Manufacturing LLC's custody. All transactions made between designated licensed entities are controlled and executed under the leadership of the Director of Operations. Total accountability and control of all materials minimizes risks.
 - ii. ETS: Sales of Cannabis to Licensed Retail Marijuana Establishments - All Inventory Logs and ETS counts, including Transportation Logs and Transportation Manifests and receipts will be filed with the Director of Operations through the ETS and will be stored for at least four years on the company database. Berkshire Welco Lab and Manufacturing LLC will, through the ETS, and double-checking internal Inventory and Transportation Logs and records, ensure that no marijuana establishment receives a quantity of cannabis that exceeds their allotted amount sold and recorded.
 - iii. ETS: Recalled Cannabis - All inventory of recalled products will be counted directly by a department director. In the event of such recalls, all counts will be documented in the Recall Log and immediately recorded in the ETS. This will provide immediate real-time updates to the CCC and will help facilitate the transfer of recalled materials to the cultivation site for quarantine and/or destruction.
 - iv. ETS: Discrepancy Reporting and Department Notification - Should any discrepancies be identified during the inventory, it shall be immediately reported to the Director of Operations who will work with local law enforcement and notify the CCC by phone. The

Director of Operations is responsible for directly reporting all such discrepancies.

7. Labeling

- a. Labeling of Marijuana Not Sold as a Marijuana Product - Prior to marijuana being sold or transferred Berkshire Welco Lab and Manufacturing LLC shall ensure the placement of a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each package of marijuana that it makes available for retail sale, containing at a minimum the following information:
 - i. The name and registration number of the Marijuana Cultivator that produced the marijuana, together with the retail licensee's business telephone number, electronic mail address, and website information, if any;
 - ii. The net weight of marijuana contained within the package;
 - iii. The date that Berkshire Welco Lab and Manufacturing LLC or Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging;
 - iv. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 - v. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;
 - vi. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
 - vii. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."
 - viii. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- ix. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



- x. Berkshire Welco Lab and Manufacturing LLC shall only label marijuana with the word “organic” if all cultivation practices are consistent with US Department of Agriculture organic requirements at 7 CFR 205.
- b. Labeling of Edible Marijuana Infused Products - Prior to edible marijuana products being sold or transferred, the Marijuana Product Manufacturer shall place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:
- i. The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer’s business telephone number, e-mail address, and website information, if any;
 - ii. The name of the marijuana product;
 - iii. Refrigeration of the product is required, as applicable;
 - iv. Net weight or volume in US customary and metric units;
 - v. The quantity of usable marijuana contained within the product as measured in ounces;
 - vi. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
 - vii. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol (Δ9-THC) and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
 - viii. The serving size of the marijuana product in milligrams if the package is a multiple-serving package;
 - ix. The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150;

- x. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
- xi. The date of creation and the recommended “use by” or expiration date which shall not be altered or changed;
- xii. A batch number, sequential serial number and bar codes when used, to identify the batch associated with manufacturing and processing;
- xiii. Directions for use of the marijuana product if relevant;
- xiv. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- xv. A warning if nuts or other known allergens are contained in the product;
- xvi. This statement, including capitalization: “The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harm. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN”
- xvii. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- xviii. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



- c. Labeling of Marijuana Concentrates and Extracts - Prior to marijuana concentrates or extracts being sold or transferred, the Marijuana Product Manufacturer shall place a legible, 1 firmly affixed label on which the wording is no less than 1/16 inch in size on each marijuana concentrate

container that it prepares for retail sale or wholesale, containing at a minimum the following information:

- i. The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
- ii. The name of the marijuana product;
- iii. Product identity including the word "concentrate" or "extract" as applicable;
- iv. Net weight of volume expressed in US customary units and metric units;
- v. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
- vi. A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine tetrahydrocannabinol (D9-THC) and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
- vii. A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
- viii. The date of creation and the recommended "use by" or expiration date;
- ix. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- x. Directions for use of the marijuana product if relevant;
- xi. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- xii. A warning if nuts or other known allergens are contained in the product;
- xiii. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harm. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."

- xiv. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- xv. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



- d. Labeling of Marijuana Infused Tinctures and Topicals - Prior to marijuana infused tinctures or topicals being sold or transferred the Marijuana Product Manufacturer shall place 1 a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that it prepares for retail sale or wholesale, containing at a minimum the following information:
- i. The name and registration number of the product manufacturer that produced the marijuana product, together with the product manufacturer's business telephone number, e-mail address, and website information, if any;
 - ii. The marijuana product's identity;
 - iii. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
 - iv. A list of ingredients, including the full Cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine tetrahydrocannabinol (D9-THC) and other cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume;
 - v. Net weight or volume as expressed in US customary units or metric units;
 - vi. The date of product creation;
 - vii. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 - viii. Directions for use of the marijuana product if relevant;

- ix. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
- x. A warning if nuts or other known allergens are contained in the product;
- xi. This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harm. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”
- xii. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



- xiii. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



- e. In circumstances where the labeling of the marijuana product is unreasonable or impractical, Berkshire Welco Lab and Manufacturing LLC shall include the labeling information on a peelback label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.
8. Packaging
- a. Tamper or Child-resistant Packaging - Berkshire Welco Lab and Manufacturing LLC shall ensure that all marijuana products, other than those offered at wholesale, that are provided for sale to consumers by a licensee shall be sold in tamper or child-resistant packaging. To be in compliance with 935 CMR 500.105(6), Berkshire Welco Lab and Manufacturing LLC shall ensure:

- i. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are:
 - 1. opaque or plain in design;
 - 2. resealable for any marijuana product intended for more than a single use or containing multiple servings;
 - 3. certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
 - ii. That where compliance with the requirements of tamper or child-resistant packaging is deemed to be unreasonably impracticable, marijuana products shall be placed in an exit package that is:
 - 1. capable of being resealed and made tamper or child-resistant resistant again after it has been opened;
 - 2. includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN;
 - 3. is certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700;
- b. Limits on Packaging Design - Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, shall not be attractive minors. Packaging is explicitly prohibited from:
- i. using bright colors, defined as colors that are “neon” in appearance;
 - ii. imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
 - iii. featuring cartoons;
 - iv. featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
 - v. featuring symbols or celebrities that are commonly used to market products to minors;
 - vi. featuring images of minors;

- vii. featuring words that refer to products that are commonly associated with minors or marketed to minors.
 - c. Packaging of Multiple Servings
 - i. Packaging for marijuana products sold or displayed for consumers in multiple servings shall include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS."
 - ii. Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings shall allow a consumer to easily perform the division into single servings.
 - 1. Edible marijuana products in a solid form shall be easily and permanently scored to identify individual servings.
 - 2. Notwithstanding 935 CMR 500.105(6)(c)2.a., where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product shall be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored shall be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees.
 - 3. Packaging for marijuana product beverages shall be packaged solely in a single serving size. Multiple serving beverages are strictly prohibited for sale.
 - d. Each single serving of an edible marijuana product contained in a multiple-serving package shall be marked, stamped or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product.
 - e. Serving size shall be determined by Berkshire Welco Lab and Manufacturing LLC but in no instance shall an individual serving size of any marijuana product contain more than five milligrams of delta-nine tetrahydrocannabinol (D9-THC).
9. Inventory Record Keeping
- a. The Operation Manager is responsible for the implementation and enforcement of all inventory management policies and procedures. The Department Directors in coordination with the Operation Manager shall conduct monthly inventory reviews and an annual comprehensive inventory and reconciliation of all cannabis on the premises against current ETS Inventory Log.

- b. Each Department Director shall maintain the Inventory Log on the networked ETS to record:
 - i. The date of an inventory process;
 - ii. A summary of the inventory findings;
 - iii. The names, signatures, and titles of the individuals who conducted the inventory;
 - iv. A signed attestation that the review was conducted, and no discrepancies were found.
- c. The Department Director and Operation Manager must review any discrepancies and approve all inventory management system adjustments;
- d. Discrepancies identified during inventory (diversion, theft, adverse loss, and any criminal action involving an employee or visitor) shall be reported to the Director of Operations and the CCC;
- e. All counts shall be recorded in the Inventory Log and entered into the ETS immediately.
- f. The Department Directors, in coordination with the Operation Manager, shall conduct monthly inventory reviews. Inventory controls and procedures have been established for conducting:
 - i. Monthly inventory reviews;
 - ii. Annual comprehensive inventories of all cannabis at the facility
 - iii. Written and electronic records of inventories. Written and electronic records include:
 - 1. Date of the inventory;
 - 2. Summary of the inventory findings;
 - 3. Employee identification numbers and titles;
 - 4. Positions of the individuals who conducted the inventory.

10. Recall Inventory Management

- a. The Department Director shall be responsible for inventory management in the ETS Inventory Log and the Recall Log. Upon investigation of a complaint or notice, Recall Log entries will describe the type of recall—mandatory or voluntary or no action taken. Depending on the type of recall entered, certain information will be entered into the system electronically.
- b. The Recall Plan shall explain procedures for identification and isolation of affected products, procedures for retrieval from holders of cannabis, procedures for the return of the recalled product to the grower, the method of communicating or notifying other licensed Marijuana Establishments or approved laboratories and the CCC of all cannabis subject to recall,

instruction for entering recalled product in the Inventory Log by assigning unique ID numbers for each item in the recall lot.

- c. Recall lot numbers will manage recalled inventory in ETS Inventory Log and will contain per the information hereunder:
 - i. The total amount of recalled cannabis, harvest batches, and harvest lots.
 - ii. The amount of recalled cannabis received by the grower, including harvest batches, and harvest lots by date/time.
 - iii. The total amount of recalled cannabis returned to the grower including all affected harvest batches and harvest lots.
 - iv. The names of the recall coordinator(s).
 - v. From whom the cannabis was received.
 - vi. The means of transport of the recalled cannabis.
 - vii. The reason for the recall.
 - viii. The number of recalled samples or test samples, harvest batches, harvest lots sent to approved laboratories, the names and addresses of the approved laboratories, the dates of testing and the results of the original test sample.
 - ix. The manner of returning the recalled cannabis to the grower.
- d. No Action Taken (Recall Notice or Complaint) - No action taken will be the response if the findings and evidence of the investigation conclude that a recall event should not be performed. Berkshire Welco Lab and Manufacturing LLC will, where necessary, notify the CCC of the non-action and submit a report of the findings that led to that conclusion within twenty-four (24) hours. The report will include citation of all evidence that warranted the decision for no action. All reports will be written by the Director of Operations and will be logged in the CCC Reporting Log. The harvest batch and unique ID numbers of the cannabis materials in question will be included in the report.
- e. Voluntary Recall
 - i. Voluntary recalls will be conducted at the discretion of the Department Directors, only in the event the proposed products for recall do not pose a risk to public health and safety. Risk to public health and safety will be the standard by which applicant measures and distinguishes a voluntary recall from a mandatory recall. Berkshire Welco Lab and Manufacturing LLC's Director of Operations will coordinate with Marijuana Establishments to assist as needed to determine whether the recall meets the safety standard. If any question remains, the Director of Operations will immediately contact the CCC for clarification and to inform them of

a pending decision. Such communication will be kept in the CCC Records Log and CCC Reporting Log.

- ii. In the event of a voluntary recall, Berkshire Welco Lab and Manufacturing LLC will follow the Recall Plan. The Director of Operations will be responsible for managing and executing the plan as described. The plan is to contact the designated point of contact for each Marijuana Establishment affected or the permitted laboratory's director to coordinate efforts. At the time of the first business with any other permitted Marijuana Establishment - the name, address, and contact information as well as secondary contract person's name, address, and contact information will be kept on file in the Recall Plan. The recall coordinator will first contact the designated contact person of the affected organization or lab and notify them of the recall. If such a person cannot be reached, the secondary contact will be notified.
- iii. Utilizing the provided Recall Plan and ETS Inventory Log, and transport receipts and manifests of the two affected parties Transport Log, the recall coordinator will specify the date(s) or time(s) of sale of the recalled cannabis and the harvest batch, harvest lot, and ID of each affected item. Berkshire Welco Lab and Manufacturing LLC will provide any necessary information and coordinate and facilitate the notification of the CCC. The affected recipients of a recalled product will be then asked to sequester them in the original containers and/or in a designated secured recall bag. These will be logged, filed, and recorded into the recipients Inventory Log as recalled product. A recall manifest will then be generated in coordination with the Director of Operations. Two transportation employees will be sent to collect the recalled product from the affected parties.
- iv. Once onsite, Berkshire Welco Lab and Manufacturing LLC will produce a recall manifest and conduct a check for discrepancies in the transport manifest.
- v. Manifests must match prior to transit. A receipt will be printed and a duplicate copy recorded and stored in the electronic Transport Log and ETS Inventory Log and Recall Log. Individual manifests that match each of the receiving parties distinct manifest will be printed and a duplicate electronic copy will be stored in the electronic Transport Log and ETS. Due to the onboard Wi-Fi of the transport vehicle, inventory can be tracked electronically in real-time regardless of vehicle location and deliveries can be validated and

recorded at the grower/processor origin facility at the time of delivery.

- vi. Should any discrepancy arise between manifests or there is any recorded theft or adverse loss during the transport, it will be reported to the CCC immediately and recorded in the Transport Log as well as the Adverse Event Log electronically. Electronic copies of the notice will be stored by the vehicle's onboard storage, cloud storage, and at the facility. Recalled product will be placed inside the vault and brought to the grow facility and checked in by the Director of Operations prior to storage.
 - vii. Records of all preliminary investigative reports sent to the CCC within seven (7) days of the adverse event and an electronic copy of the final findings of the investigation report sent to the department within thirty (30) days will be stored in the Adverse Event Log and Security Log as well as CCC Reporting Log and CCC Records Log. Security manager will be responsible for investigating, reporting, and recording into the corresponding logs all notices and communications regarding transport or adverse transport events.
 - viii. Recall coordinator will ensure all recalled product is collected, bagged, and stored in the Quarantine Storage area, separate from all sellable products. Berkshire Welco Lab and Manufacturing LLC will, as-needed, perform a full investigation and inspection of recalled product with the Director of Operations, and Department Director to determine the cause of the failure. Recommendations, policies, and protocols will be reviewed by members of the Executive Management Team (EMT). Changes will be implemented within one (1) week of the time of recall. All changes to procedures will be recorded in the Change Log of each corresponding log and a version history will be recorded.
- f. Mandatory Recall
- i. The Director of Operations will be responsible for enacting the protocols and procedures of the Recall Plan. Mandatory recalls are initiated immediately upon the discovery of a condition relating to the cannabis transferred.
 - ii. The Director of Operations shall: (i) notify the Department by phone; (ii) secure, isolate, and prevent the distribution of product that may be affected by recall. At the time prior to engaging in the purchase, testing, or sale of cannabis with any other licensed

Marijuana Establishment or permitted laboratory, the Director of Operations will collect:

1. name, address, and contact information of primary recall contact.
 2. name, address, and contact information secondary recall contact.
- iii. Recall Plan will include the above information and any updates to contacts will be noted and updated in the Change Log and version history of the plan.
 - iv. The Director of Operations will first contact the CCC by phone. Next, the Director of Operations will contact the person of the affected organization or lab and notify them of the recall. If such a person cannot be reached, the secondary contact will be notified. Should the affected products be reported as sold, Berkshire Welco Lab and Manufacturing LLC's Director of Operations will coordinate with the organization and with the CCC to identify the affected purchasers. If no adult-use consumers have purchased affected products the harvest batch and lot and ID numbers affected as well as photographs of said recalled products will be disseminated to all licensed Marijuana Establishment(s) electronically. The communications will detail instructions on how to identify, handle, and sequester the recalled product.
 - v. Consumers affected will be entered into the Recall Log and will be notified immediately by phone, email, or by visit by company representative. Pickup or drop off will be arranged in coordination with individuals, licensed Marijuana Establishments, and/or the CCC. All returned products will be refunded in full by the licensed Marijuana Establishment at the behest of the Berkshire Welco Lab and Manufacturing LLC and a refund or credit for the amount will be issued to the licensed Marijuana Establishment. All individuals and products affected will be recorded in the Recall Log in the ETS Inventory Log by the recall lot number, collected from the site of return, if not picked up by transportation employees or returned by those affected to the facility, and secured in Quarantine Storage. All recalled products affected will be kept in quarantine in the facility until the Director of Operations is in coordination with affected parties and the CCC is able to dispose of it.
 - vi. Should the number of affected adult-use consumers be larger than two-hundred and fifty (250) persons, Berkshire Welco Lab and Manufacturing LLC will issue a press release for the region or for

- the Commonwealth. The scope will be determined upon a spot analysis of the suspected size and geographic location of the affected licensed Marijuana Establishments and/or the suspected size of the population adversely affected by the entailed products.
- vii. An emergency recall hotline will also be established immediately through DialMyCalls or an analogous contract service. The hotline will repeat instructions for individuals and licensed Marijuana Establishment on how to handle recalled products, how to qualify for a refund, what to do in case of use or ingestion of product and will assist in aggregating all pertinent contact information for use in emergency recall handling. This will be done in coordination with the CCC.

8. Testing of Marijuana Products and Quality Control

1. Testing of Marijuana and Marijuana Products

- a. No marijuana product, including Marijuana, will 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.
- b. Marijuana products 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.
- c. Every production batch will be randomly sampled and kept in separate containers to ensure each batch is kept separate for testing and transfers.
 - i. Berkshire Welco Lab and Manufacturing LLC will take multiple samples and homogenize the sample to ensure a proper representation of the batch being tested.
- d. Berkshire Welco Lab and Manufacturing LLC shall respond to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1).
 - i. Policy includes:
 - 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.
 - ii. The notification from the Berkshire Welco Lab and Manufacturing LLC will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
 - iii. The notification must be from both the Berkshire Welco Lab and Manufacturing LLC and the Independent Laboratory.
 - e. Berkshire Welco Lab and Manufacturing LLC 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 will not be dispensed, sold, transferred or otherwise conveyed until retested.
 - f. The sale of seeds will not be subject to these testing provisions.
 - g. Clones will also be subject to these testing provisions, but are exempt from testing for metals.
 - h. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services shall comply with 935 CMR 500.105(13).
 - i. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
 - j. All excess Marijuana will 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.
 - k. 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.
 - l. 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%).
 - m. 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.
2. Submitting Products for Testing to Independent Laboratories
 - a. General Procedures

- i. Berkshire Welco Lab and Manufacturing LLC shall transport products for testing using the same guidelines as transporting product between marijuana establishments.
- ii. Marijuana products to be tested shall only be transported by registered marijuana establishment agents.
- iii. A licensed Marijuana Transporter may contract with Berkshire Welco Lab and Manufacturing LLC to transport Berkshire Welco Lab and Manufacturing LLC marijuana products to testing laboratories.
- iv. Any marijuana product that is undeliverable or is refused by the destination laboratory shall be transported back to Berkshire Welco Lab and Manufacturing LLC.
- v. All vehicles transporting marijuana products shall be staffed with a minimum of two marijuana establishment agents. At least one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products.
- vi. Prior to leaving Berkshire Welco Lab and Manufacturing LLC for the purpose of transporting marijuana products, the agent(s) shall weigh, inventory, and account for, on video, all marijuana products to be transported.
- vii. Within eight hours after arrival at the destination laboratory, the destination establishment shall re-weigh, re-inventory, and account for, on video, all marijuana products transported.
- viii. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video shall show each product being weighed, the weight, and the manifest.
- ix. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
- x. In the case of an emergency stop during the transportation of marijuana products, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
- xi. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transportation times and routes are randomized.
- xii. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transport routes remain within the Commonwealth.

xiii. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

b. Reporting

- i. Berkshire Welco Lab and Manufacturing LLC agents shall document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
- ii. Berkshire Welco Lab and Manufacturing LLC agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.

c. Vehicles

- i. A vehicle used for transporting marijuana products shall be:
 1. owned or leased by Berkshire Welco Lab and Manufacturing LLC or a licensed Marijuana Transporter;
 2. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Berkshire Welco Lab and Manufacturing LLC and shall be made available to the Commission upon request);
 3. equipped with an alarm system approved by the Commission;
 4. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
- ii. Marijuana products shall not be visible from outside the vehicle.
- iii. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of Berkshire Welco Lab and Manufacturing LLC.
- iv. When transporting marijuana products, no other products may be transported or stored in the same vehicle.
- v. No firearms may be located within the vehicle or on a marijuana establishment agent.

d. Storage

- i. Marijuana products shall be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products.
- ii. The storage compartment shall be sufficiently secure that it cannot be easily removed.
- iii. When transporting marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment.

e. Communications

- i. Any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 1. not a mobile device that is easily removable;
 2. attached to the vehicle at all times that the vehicle contains marijuana products;
 3. monitored by Berkshire Welco Lab and Manufacturing LLC during transport of marijuana products;
 4. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
- ii. Each Berkshire Welco Lab and Manufacturing LLC agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
- iii. Secure types of communication include, but are not limited to:
 1. two-way digital or analog radio (UHF or VHF)
 2. cellular phone
 3. satellite phone
- iv. When choosing a type of secure communications, the following shall be taken into consideration:
 1. cellular signal coverage
 2. transportation area
 3. base capabilities
 4. antenna coverage
 5. frequency of transportation
- v. Prior to, and immediately after leaving the originating location, Berkshire Welco Lab and Manufacturing LLC agents shall use the

secure form of communication to contact the originating location to test communications and GPS operability.

- vi. If communications or the GPS system fail while on route, the Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall return to the originating location until the communication system or GPS system is operational.
- vii. Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
- viii. The originating location shall have a Berkshire Welco Lab and Manufacturing LLC agent assigned to monitoring the GPS unit and secure form of communication, who shall log all official communications with Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products.

f. Manifests

- i. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.
- ii. Prior to transport, the manifest shall be securely transmitted to the destination laboratory by facsimile or email.
- iii. Upon arrival at the destination laboratory, a Berkshire Welco Lab and Manufacturing LLC agent at the destination laboratory shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:
 - 1. the originating Marijuana Establishment name, address, and registration number;
 - 2. the names and registration numbers of the agents who transported the marijuana products;
 - 3. the name and registration number of the marijuana establishment agent who prepared the manifest;
 - 4. the destination Marijuana Establishment name, address, and registration number;
 - 5. a description of the marijuana products being transported, including the weight and form or type of product;

6. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
7. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;
8. a signature line for the marijuana establishment agent who receives the marijuana products;
9. the weight and inventory before departure and upon receipt;
10. the date and time that the transported products were re-weighed and re-inventoried;
11. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
12. the vehicle make, model, and license plate number.
- iv. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
- v. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.
- g. Agents
 - i. Each employee or agent transporting marijuana products shall be registered as a Berkshire Welco Lab and Manufacturing LLC agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate prior to transporting or otherwise handling marijuana products.
 - ii. Each Berkshire Welco Lab and Manufacturing LLC agent shall carry his or her registration card at all times when transporting marijuana products, and shall produce his or her registration card to the Commission or law enforcement officials upon request.
- h. Berkshire Welco Lab and Manufacturing LLC shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts when transporting product.
3. Quality Control
 - a. In addition to the policies and procedures for product testing for contaminants in compliance with 935 CMR 500.160, Berkshire Welco Lab

and Manufacturing LLC shall implement quality control policies and procedures to ensure that products being sold to customers are at the standards that Berkshire Welco Lab and Manufacturing LLC and the Commission have set.

9. Record Keeping

1. General Record Keeping - Records of Berkshire Welco Lab and Manufacturing LLC shall be available for inspection by the Commission, upon request. The records of Berkshire Welco Lab and Manufacturing LLC shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
 - a. Written operating procedures as required by 935 CMR 500.105(1);
 - b. Inventory records as required by 935 CMR 500.105(8);
 - i. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - ii. Berkshire Welco Lab and Manufacturing LLC shall:
 1. Establish, utilize, and maintain inventory control systems and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
 2. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
 3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
 4. Promptly transcribe inventories if taken by use of an oral recording device.
 - iii. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
 - iv. Berkshire Welco Lab and Manufacturing LLC shall tag and track all marijuana seeds, clones, plants, and marijuana products, using a

seed-to-sale methodology in a form and manner to be approved by the Commission.

- v. 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.
- c. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- d. The following personnel records:
 - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each Berkshire Welco Lab and Manufacturing LLC agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Berkshire Welco Lab and Manufacturing LLC and shall include, at a minimum, the following:
 - 1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 2. employment agreement, if any;
 - 3. Documentation relating to compensation, including a statement of graduated compensation by date and pay rate;
 - 4. Documents relating to background investigation, including CORI reports;
 - 5. documentation of verification of references;
 - 6. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 7. 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;
 - 8. documentation of periodic performance evaluations;
 - 9. a record of any disciplinary action taken; and
 - 10. notice of completed responsible vendor and eight-hour related duty training.
 - iii. A staffing plan that will demonstrate accessible business hours and safe cultivation and manufacturing conditions;
 - iv. Personnel policies and procedures; and

- v. All background check reports obtained in accordance with 935 CMR 500.030.
 - vi. Personnel records shall be kept in a secure location to maintain confidentiality and be accessible only to the CEO or designees, all of whom shall be members of the executive management team.
 - e. Business records, which shall include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Berkshire Welco Lab and Manufacturing LLC, including members of the nonprofit corporation, if any.
 - f. Waste disposal records as required under 935 CMR 500.105(12); and
 - g. Following the closure of Berkshire Welco Lab and Manufacturing LLC for any reason, all records shall be kept for at least two years at the expense of Berkshire Welco Lab and Manufacturing LLC and in a form and location acceptable to the Commission.
2. Inventory Record Keeping
- a. The Operations Manager is responsible for the implementation and enforcement of all inventory management policies and procedures. The Department Directors in coordination with the Operations Manager shall conduct monthly inventory reviews and an annual comprehensive inventory and reconciliation of all cannabis on the premises against current ETS Inventory Log.
 - b. Each Department Director shall maintain the Inventory Log on the networked ETS to record:
 - i. The date of an inventory process;
 - ii. A summary of the inventory findings;
 - iii. The names, signatures, and titles of the individuals who conducted the inventory;
 - iv. A signed attestation that the review was conducted, and no discrepancies were found.

- c. The Department Director and the Operations Manager must review any discrepancies and approve all inventory management system adjustments;
 - d. Discrepancies identified during inventory (diversion, theft, adverse loss, and any criminal action involving an employee or visitor) shall be reported to the Director of Operations and the CCC;
 - e. All counts shall be recorded in the Inventory Log and entered into the ETS immediately.
 - f. The Department Directors, in coordination with the Operations Manager, shall conduct monthly inventory reviews. Inventory controls and procedures have been established for conducting:
 - i. Monthly inventory reviews;
 - ii. Annual comprehensive inventories of all cannabis at the facility
 - iii. Written and electronic records of inventories. Written and electronic records include:
 - 1. Date of the inventory;
 - 2. Summary of the inventory findings;
 - 3. Employee identification numbers and titles;
 - 4. Positions of the individuals who conducted the inventory.
3. Transfer between Marijuana Establishments Recordkeeping
- a. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.
 - b. Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email.
 - c. Upon arrival at the destination Marijuana Establishment, a marijuana establishment agent at the destination Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:
 - i. the originating Marijuana Establishment name, address, and registration number;
 - ii. the names and registration numbers of the agents who transported the marijuana products;
 - iii. the name and registration number of the marijuana establishment agent who prepared the manifest;

- iv. the destination Marijuana Establishment name, address, and registration number;
- v. a description of the marijuana products being transported, including the weight and form or type of product;
- vi. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
- vii. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;
- viii. a signature line for the marijuana establishment agent who receives the marijuana products;
- ix. the weight and inventory before departure and upon receipt;
- x. the date and time that the transported products were re-weighed and re-inventoried;
- xi. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
- xii. the vehicle make, model, and license plate number.
- d. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.
- e. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.

4. Financial Record Keeping

- a. Accounting and Bookkeeping - All accounting and bookkeeping will be performed in accordance to GAAP, the Operating Agreement and in compliance with federal, state, and local tax laws using QuickBooks Online for instant and real-time account updates and management of the Chart of Accounts (CofA). These practices will be reviewed quarterly or upon changes or updates to 935 CMR 500 and will be audited annually at year end of being fully operational to ensure best practices and ensure our accounting, bookkeeping, auditing and tax compliance is deployed efficiently throughout the business.
- b. Business Records. All business records will be the responsibility of the Executive Management Team (EMT) and will be filed and tracked electronically. All physical documents will be kept on file as well as scanned and filed electronically. Electronic records will consist of the following:

- i. Assets and liabilities; current and historical ownership /“cap table”; investor lists; insurance and escrow requirements; licensing fees, penalties assessed, renewal fees, CCC change fees; monetary transactions; chart of accounts including journals, ledgers, supporting documents, agreements, checks, invoices, vouchers, signed forms, vendor contracts, supplier agreements; employee compensation, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Berkshire Welco Lab and Manufacturing LLC; quantity amount sold over the initial twelve month (12mo.) period and each three month (3mo.) period thereafter; retail projections based on wholesale and retail market rates per inventory on-hand; and any and all other documentation the EMT elects to track and file or deems pertinent.
 - c. Business records will be reviewed quarterly by the EMT. They will be used in profit forecasts, P&L statements, and to assess the financial health of the business.
- 5. Additional Record Keeping
 - a. Visitor Logs for up to 1 year
 - b. Waste Disposal Log up to 1 year
 - c. Adverse Event Log up to 1 year

10. Advertising and Marketing Requirements

- 1. Permitted Practices
 - a. Berkshire Welco Lab and Manufacturing LLC shall develop a logo to be used in labeling, signage, and other materials; provided, however, that use of medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana shall not be used in this logo.
 - b. Sponsorship of a charitable, sporting or similar event, except that advertising, marketing, and branding at or in connection with such an event is prohibited unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data.
 - c. Berkshire Welco Lab and Manufacturing LLC shall display, in secure, locked cases, samples of each product offered for sale and subject to the requirements of 935 CMR 500.110. These display cases may be transparent. An authorized marijuana establishment agent may remove a sample of marijuana from the case and provide it to the consumer for inspection, provided the consumer may not consume or otherwise use the sample unless otherwise authorized herein.

- d. Berkshire Welco Lab and Manufacturing LLC shall post prices in the store and may respond to questions about pricing on the phone.
- e. Berkshire Welco Lab and Manufacturing LLC shall engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public shall include the statement “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement:
 - i. This product may cause impairment and may be habit forming;
 - ii. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug;
 - iii. There may be health risks associated with consumption of this product;
 - iv. For use only by adults 21 years of age or older. Keep out of the reach of children;
 - v. Marijuana should not be used by women who are pregnant or breastfeeding.
- f. All marketing, advertising and branding produced by or on behalf of Berkshire Welco Lab and Manufacturing LLC shall include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harm. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

2. Prohibited Practices

- a. The following advertising, marketing, and branding activities are prohibited; therefore Berkshire Welco Lab and Manufacturing LLC will omit the follow from all advertising and marketing practices:
- i. Advertising, marketing, and branding in such a manner that is deemed to be deceptive, false, misleading, or untrue, or tends to deceive or create a misleading impression, whether directly, or by ambiguity or omission;
 - ii. Advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data;
 - iii. Advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old;
 - iv. Advertising, marketing, and branding including, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
 - v. Advertising, marketing, and branding, including statements by a licensee, that makes any false or misleading statements concerning other licensees and the conduct and products of such other licensees;
 - vi. Advertising, marketing, and branding through certain identified promotional items as determined by the Commission including, but not limited to, gifts, giveaways, coupons, or “free” or “donated” marijuana;
 - vii. Advertising, marketing, and branding by a licensee that asserts that its products are safe, or represent that its products have curative or therapeutic effects, other than labeling required pursuant to M.G.L. c. 94G, § 4(a½)(xxvi), unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor as determined by the Commission;
 - viii. Installation of any neon signage or any illuminated external signage which fails to comply with all local ordinances and requirements;
 - ix. Installation of any external signage that is illuminated beyond the period of 30 minutes before sundown until closing;
 - x. The use of vehicles equipped with radio or loud speakers for the advertising of marijuana;

- xi. The use of radio or loud speaker equipment in Berkshire Welco Lab and Manufacturing LLC for the purpose of attracting attention to the sale of marijuana;
- xii. Advertising, marketing, and branding at, or in connection with, a charitable, sporting or similar event, unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data;
- xiii. Operation of a Berkshire Welco Lab and Manufacturing LLC that fails to verify that the entrant is 21 years of age or older;
- xiv. Use of unsolicited pop-up advertisements on the internet;
- xv. Any advertising, marketing, and branding materials for marijuana products that fails to contain the standard health warning developed by the DPH;
- xvi. Any advertising of an improper or objectionable nature including, but not limited to, the use of recipe books or pamphlets for marijuana products which contain obscene or suggestive statements;
- xvii. Advertising, marketing or branding of marijuana products, on clothing, cups, drink holders, apparel accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items;
- xviii. Advertising, marketing or branding on or in public or private vehicles and at bus stops, taxi stands, transportation waiting areas, train stations, airports, or other similar transportation venues including, but not limited to, vinyl-wrapped vehicles or signs or logos on transportation vehicles or company cars;
- xix. Signs or other printed matter advertising any brand or kind of marijuana product that are displayed on the exterior or interior of any licensed premises wherein marijuana products are not regularly and usually kept for sale;
- xx. Advertising or marketing of the price of marijuana products, except that Berkshire Welco Lab and Manufacturing LLC shall provide a catalogue or a printed list of the prices and strains of marijuana available at the Marijuana Establishment to consumers and may post the same catalogue or printed list on its website and in the retail store; and
- xxi. Display of marijuana products so as to be clearly visible to a person from the exterior of Berkshire Welco Lab and Manufacturing LLC.

3. Nothing in 935 CMR 500.105(4) prohibits Berkshire Welco Lab and Manufacturing LLC from using a mark provided by the Commission which uses images of marijuana.

11. Product Manufacturing Structure

1. Please see binder of procedural product manufacturing SOPs for detail on the structure and processes of the Berkshire Welco Lab and Manufacturing LLC Product Manufacturing business.

12. Additional Product Manufacturing Policies and Procedures

1. Identifying and Recording Diversion, Theft, and Loss
 - a. Berkshire Welco Lab and Manufacturing LLC shall implement an anti-diversion strategy which incorporates the use of inventory management, video monitoring, employee training, written guidance to employees, executive supervision, and physical inspection of the premises, among other tactics.
 - b. Berkshire Welco Lab and Manufacturing LLC shall utilize an Inventory Management system to ensure continuous traceability and chain of custody of all cannabis coming in or out of Berkshire Welco Lab and Manufacturing LLC, including the legality and compliance of recipients.
 - i. Department directors will ensure that Berkshire Welco Lab and Manufacturing LLC's inventory is tracked by number, weight, and amount of cannabis. This includes all cannabis that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, quarantined, has opened or breached packaging, or inventory in transit.
 - ii. Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - iii. In an effort to coordinate all inventory, Berkshire Welco Lab and Manufacturing LLC will utilize Wi-Fi enabled devices and Wi-Fi communications throughout all manufacturing and storage areas. All changes to the Inventory Log will be made electronically and in real-time and will update across the network; therefore, changes made by any authorized employee or director will be instantaneous

- and accurately reflect the real, on-hand inventory in different locations within the facility and in transit.
- iv. Non-Electronic Backup Inventory Management. Paper logs and writing utensils will be available in all areas in the event of a Wi-Fi or equipment failure. At the resolution of such a failure or at the end of each work day, these paper logs will be collected, compiled, scanned, and recorded into the Inventory Management system. These scanned images of the paper copies will be included in each of the required and corresponding logs. The failure itself will be noted in the Security Log.
 - v. Berkshire Welco Lab and Manufacturing LLC shall:
 - 1. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of manufacturing, and finished, stored marijuana products;
 - 2. Conduct a monthly inventory of marijuana in the process of manufacturing and finished, stored marijuana products;
 - 3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
 - 4. Promptly transcribe inventories if taken by use of an oral recording device.
 - vi. The record of each Inventory Audit shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the audit.
 - c. Berkshire Welco Lab and Manufacturing LLC shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana, utilizing commercial grade equipment which shall, at a minimum, include:
 - i. Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all areas where marijuana is cultivated, harvested, processed, prepared, stored, or handled. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person within, entering, or exiting Berkshire Welco Lab and Manufacturing LLC or the immediate area.
 - ii. 24-hour recordings from all video cameras that shall be retained for at least 90 calendar days and that shall be available for immediate

viewing by the Commission upon request. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if Berkshire Welco Lab and Manufacturing LLC is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- iii. The ability to immediately produce a clear, color still photo whether live or recorded.
- iv. A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture.
- v. The ability to remain operational during a power outage.
 - 1. The primary and backup security alarm system will have battery backup power and will be capable of detecting power losses. The facility will have a backup generator capable of maintaining operations to automatically provide emergency power sufficient to power vital operations for at least twelve (12) hours. The alarm systems will include the ability to run on backup auxiliary power for at least twelve (12) hours. The security systems will be audited and tested monthly.
- vi. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system.
- vii. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.
- viii. Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room shall be available to the Commission upon request. The surveillance room shall remain locked and shall not be used for any other function.
- ix. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

2. Reporting Diversion, Theft, and Loss
 - a. Berkshire Welco Lab and Manufacturing LLC shall implement emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary.
 - i. If diversion, theft, or loss of marijuana occurs, all marijuana products will be returned to their end-of-day storage locations and an inventory audit will be performed by, at least, 1 manager and 1 employee from each department.
 - ii. If diversion, theft, or loss of marijuana is proven to have occurred, Berkshire Welco Lab and Manufacturing LLC will immediately contact the CCC as well as any other necessary authorities.
 - b. Discrepancies identified during inventory audits such as diversion, theft, loss, and any criminal action involving Berkshire Welco Lab and Manufacturing LLC or its employees will be reported immediately to the CCC. The Director of Operations will also report any verifiable incident of unauthorized destruction of cannabis to the CCC and law enforcement.
3. Correcting Inventory
 - a. Discrepancies identified during inventory audits shall be corrected in the Inventory Log and in the METRC system to reflect actual on-hand inventory.
4. Recall Inventory Management
 - a. The Department Director shall be responsible for inventory management in the Inventory Log and the Recall Log. Upon investigation of a complaint or notice, Recall Log entries will describe the type of recall—mandatory or voluntary or no action taken. Depending on the type of recall entered, certain information will be entered into the system electronically.
 - b. The Recall Plan shall explain procedures for identification and isolation of affected products, procedures for retrieval from holders of cannabis, procedures for the return of the recalled product to the grower, the method of communicating or notifying other licensed Marijuana Establishments or approved laboratories and the CCC of all cannabis subject to recall, and instruction for entering recalled product in the Inventory Log by assigning unique ID numbers for each item in the recall lot.
 - c. Recall lot numbers will manage recalled inventory in the Inventory Log and will contain the information hereunder:
 - i. The total amount of recalled cannabis, harvest batches, and harvest lots.
 - ii. The amount of recalled cannabis received by the grower, including harvest batches, and harvest lots by date/time.

- iii. The total amount of recalled cannabis returned to the grower including all affected harvest batches and harvest lots.
 - iv. The names of the recall coordinator(s).
 - v. From whom the cannabis was received.
 - vi. The means of transport of the recalled cannabis.
 - vii. The reason for the recall.
 - viii. The number of recalled samples or test samples, harvest batches, harvest lots sent to approved laboratories, the names and addresses of the approved laboratories, the dates of testing and the results of the original test sample.
 - ix. The manner of returning the recalled cannabis to the grower.
- 5. No Action Taken (Recall Notice or Complaint) - No action taken will be the response if the findings and evidence of the investigation conclude that a recall event should not be performed. Berkshire Welco Lab and Manufacturing LLC will, where necessary, notify the CCC of the non-action and submit a report of the findings that led to that conclusion within twenty-four (24) hours. The report will include citation of all evidence that warranted the decision for no action. All reports will be written by the Director of Operations and will be logged in the CCC Reporting Log. The harvest batch and unique ID numbers of the cannabis materials in question will be included in the report.
- 6. Voluntary Recall
 - a. Voluntary recalls will be conducted at the discretion of the Department Directors, only in the event the proposed products for recall do not pose a risk to public health and safety. Risk to public health and safety will be the standard by which Berkshire Welco Lab and Manufacturing LLC measures and distinguishes a voluntary recall from a mandatory recall. Berkshire Welco Lab and Manufacturing LLC's Operations Manager will coordinate with Marijuana Establishments to assist as needed to determine whether the recall meets the safety standard. If any question remains, the Operations Manager will immediately contact the CCC for clarification and to inform them of a pending decision. Such communication will be kept in the CCC Reporting Log.
 - b. In the event of a voluntary recall, Berkshire Welco Lab and Manufacturing LLC will follow the Recall Plan. The Operations Manager will be responsible for managing and executing the plan as described. The plan is to contact the designated point of contact for each Marijuana Establishment affected or the permitted laboratory's director to coordinate efforts. At the time of the first business with any other permitted Marijuana Establishment - the name, address, and contact information as well as secondary contact person's name, address, and contact information will

be kept on file in the Recall Plan. The recall coordinator will first contact the designated contact person of the affected organization or lab and notify them of the recall. If such a person cannot be reached, the secondary contact will be notified.

- c. Utilizing the provided Recall Plan, Inventory Log, transport receipts, manifests of the two affected parties, and Transport Log, the recall coordinator will specify the date(s) or time(s) of sale of the recalled cannabis and the harvest batch, harvest lot, and ID of each affected item. Berkshire Welco Lab and Manufacturing LLC will provide any necessary information and coordinate and facilitate the notification of the CCC. The affected recipients of a recalled product will be then asked to sequester them in the original containers and/or in a designated secured recall bag. These will be logged, filed, and recorded into the recipients Inventory Log as recalled product. A recall manifest will then be generated in coordination with the Operations Manager. Two transportation employees will be sent to collect the recalled product from the affected parties.
- d. Once on-site, Berkshire Welco Lab and Manufacturing LLC will produce a recall manifest and conduct a check for discrepancies in the transport manifest.
- e. Manifests must match prior to transit. A receipt will be printed and a duplicate copy recorded and stored in the electronic Transport Log, Inventory Log, and Recall Log. Individual manifests that match each of the receiving parties distinct manifest will be printed and a duplicate electronic copy will be stored in the electronic Transport Log and Inventory Log.
- f. Should any discrepancy arise between manifests or there is any recorded theft or adverse loss during the transport, it will be reported to the CCC immediately and recorded in the Transport Log as well as the Adverse Event Log electronically. Electronic copies of the notice will be stored by the vehicle's onboard storage, cloud storage, and at the facility.
- g. Recalled product will be checked in by the Operations Manager prior to storage.
- h. Records of all preliminary investigative reports sent to the CCC within seven (7) days of the adverse event and an electronic copy of the final findings of the investigation report sent to the department within thirty (30) days will be stored in the Adverse Event Log and Security Log as well as CCC Reporting Log and CCC Records Log. Security manager will be responsible for investigating, reporting, and recording into the corresponding logs all notices and communications regarding transport or adverse transport events.

- i. Recall coordinator will ensure all recalled product is collected, bagged, and stored in the Quarantine Storage area, separate from all sellable products. Berkshire Welco Lab and Manufacturing LLC will, as-needed, perform a full investigation and inspection of recalled product with the Operations Manager, and Department Director to determine the cause of the failure. Recommendations, policies, and protocols will be reviewed by members of the Executive Management Team (EMT). Changes will be implemented within one (1) week of the time of recall. All changes to procedures will be recorded in the Change Log of each corresponding log and a version history will be recorded.
7. Mandatory Recall
- a. The Operations Manager will be responsible for enacting the protocols and procedures of the Recall Plan. Mandatory recalls are initiated immediately upon the discovery of a condition relating to the cannabis transferred.
 - b. The Operations Manager shall: (i) notify the Department by phone; (ii) secure, isolate, and prevent the distribution of product that may be affected by the recall. At the time prior to engaging in the purchase, testing, or sale of cannabis with any other licensed Marijuana Establishment or permitted laboratory, the Operations Manager will collect:
 - i. name, address, and contact information of primary recall contact.
 - ii. name, address, and contact information secondary recall contact.
 - c. Recall Plan will include the above information and any updates to contacts will be noted and updated in the Change Log and version history of the plan.
 - d. The Operations Manager will first contact the CCC by phone. Next, the Operations Manager will contact the contact person of the affected organization or lab and notify them of the recall. If such a person cannot be reached, the secondary contact will be notified. Should the affected products be reported as sold, Berkshire Welco Lab and Manufacturing LLC's Operations Manager will coordinate with the organization and with the CCC to identify the affected purchasers. If no adult-use consumers have purchased affected products the harvest batch and lot and ID numbers affected as well as photographs of said recalled products will be disseminated to all licensed Marijuana Establishment(s) electronically. The communications will detail instructions on how to identify, handle, and sequester the recalled product.
 - e. Consumers affected will be entered into the Recall Log and will be notified immediately by phone, email, or by visit by company representative. Pickup or drop off will be arranged in coordination with individuals,

licensed Marijuana Establishments, and/or the CCC. All returned products will be refunded in full by the licensed Marijuana Establishment at the behest of Berkshire Welco Lab and Manufacturing LLC and a refund or credit for the amount will be issued to the licensed Marijuana Establishment. All individuals and products affected will be recorded in the Recall Log and in the Inventory Log by the recall lot number, collected from the site of return, if not picked up by transportation employees or returned by those affected to the facility, and secured in Quarantine Storage. All recalled products affected will be kept in quarantine in the facility until the Operations Manager in coordination with affected parties and the CCC is able to dispose of it.

- f. Should the number of affected adult-use consumers be larger than two-hundred and fifty (250) persons, Berkshire Welco Lab and Manufacturing LLC will issue a press release for the region or for the Commonwealth. The scope will be determined upon a spot analysis of the suspected size and geographic location of the affected licensed Marijuana Establishments and/or the suspected size of the population adversely affected by the entailed products.
- g. An emergency recall hotline will also be established immediately through DialMyCalls or an analogous contract service. The hotline will repeat instructions for individuals and licensed Marijuana Establishment on how to handle recalled products, how to qualify for a refund, what to do in case of use or ingestion of product and will assist in aggregating all pertinent contact information for use in emergency recall handling. This will be done in coordination with the CCC.

8. Marijuana Waste Management

- a. Berkshire Welco Lab and Manufacturing LLC shall enact policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated Marijuana is segregated from other Marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the Marijuana. The policies and procedures, at a minimum, shall be in compliance with 935 CMR 500.105(12)
- b. 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.
- c. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements.

- d. Organic material, recyclable material and solid waste generated at Berkshire Welco Lab and Manufacturing LLC shall be redirected or disposed of as follows:
 - i. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
 - 1. 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 remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture 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;
 - c. Solid waste containing cannabis waste generated at Berkshire Welco Lab and Manufacturing LLC shall be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it 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 state agency in the state in which the facility is located.
 - d. No fewer than two Berkshire Welco Lab and Manufacturing LLC agents must witness and document how the marijuana waste is disposed of or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Berkshire Welco Lab and Manufacturing LLC shall create and maintain a written or 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 Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Berkshire Welco Lab and Manufacturing LLC 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.

- e. Temporary disposal storage of cannabis and cannabis finished products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose original packaging has been tampered with, breached, or otherwise compromised will be kept in a separate enclosed, locked, monitored, temperature and humidity controlled, ventilated LAA cabinet accessible only to the Manufacturing Director, Manufacturing Technicians, and the Director of Operations.
 - i. Having this area separate will ensure that no waste material could potentially contaminate or be mixed in with sellable, clean product.
 - ii. Signage is posted on the cabinet in block letters that read “WASTE DISPOSAL AREA” and “Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel and Escorted Visitors”.
 - iii. Procedure shall provide written documentation of the disposition of the marijuana.
 - f. All organic and biological material as well as spent byproducts of the manufacturing cycle will be secured and transported into the locked waste disposal area.
 - i. Spent solvents will be reclaimed and recycled to minimize all liquid waste generated on site.
 - g. Berkshire Welco Lab and Manufacturing LLC shall ensure all waste disposal is in compliance with 935 CMR 500.105(13).
9. Transportation Between Marijuana Establishments
- a. General Procedures
 - i. Berkshire Welco Lab and Manufacturing LLC shall, as an element of its license, be licensed to transport its marijuana products to other licensed establishments, except as otherwise provided herein.
 - ii. Marijuana products may only be transported between licensed Marijuana Establishments by registered marijuana establishment agents.

- iii. A licensed Marijuana Transporter may contract with Berkshire Welco Lab and Manufacturing LLC to transport Berkshire Welco Lab and Manufacturing LLC marijuana products to other licensed Marijuana Establishments.
- iv. Berkshire Welco Lab and Manufacturing LLC and the receiving licensed Marijuana Establishments shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program. For the purposes of tracking, seeds and clones will be properly tracked and labeled in a form and manner determined by the Commission.
- v. Any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment shall be transported back to Berkshire Welco Lab and Manufacturing LLC.
- vi. All vehicles transporting marijuana products shall be staffed with a minimum of two marijuana establishment agents. At least one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products.
- vii. Prior to leaving Berkshire Welco Lab and Manufacturing LLC for the purpose of transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC agent(s) shall weigh, inventory, and account for, on video, all marijuana products to be transported.
- viii. Within eight hours after arrival at the destination Marijuana Establishment, the destination establishment shall re-weigh, re-inventory, and account for, on video, all marijuana products transported.
- ix. When videotaping the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video shall show each product being weighed, the weight, and the manifest.
- x. Marijuana products shall be packaged in sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
- xi. In the case of an emergency stop during the transportation of marijuana products, a Transportation Log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
- xii. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transportation times and routes are randomized.

- xiii. When transporting marijuana products, Berkshire Welco Lab and Manufacturing LLC shall ensure that all transport routes remain within the Commonwealth.
 - xiv. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- b. Reporting
- i. Berkshire Welco Lab and Manufacturing LLC agents shall document and report any unusual discrepancy in weight or inventory to the Commission and necessary law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
 - ii. Berkshire Welco Lab and Manufacturing LLC agents shall report to the Commission and necessary law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such an accident, diversion, loss, or other reportable incident.
- c. Vehicles
- i. A vehicle used for transporting marijuana products shall be:
 - 1. owned or leased by Berkshire Welco Lab and Manufacturing LLC or a licensed Marijuana Transporter;
 - 2. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Berkshire Welco Lab and Manufacturing LLC and shall be made available to the Commission upon request);
 - 3. equipped with an alarm system approved by the Commission;
 - 4. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
 - ii. Marijuana products shall not be visible from outside the vehicle.
 - iii. Any vehicle used to transport marijuana products shall not bear any markings indicating that the vehicle is being used to transport marijuana products, and any such vehicle shall not indicate the name of Berkshire Welco Lab and Manufacturing LLC.

- iv. When transporting marijuana products, no other products may be transported or stored in the same vehicle.
 - v. No firearms may be located within the vehicle or on a marijuana establishment agent.
- d. Storage
 - i. Marijuana products shall be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products.
 - ii. The storage compartment shall be sufficiently secure that it cannot be easily removed.
 - iii. When transporting marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment.
- e. Communications
 - i. Any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 - 1. not a mobile device that is easily removable;
 - 2. attached to the vehicle at all times that the vehicle contains marijuana products;
 - 3. monitored by Berkshire Welco Lab and Manufacturing LLC during transport of marijuana products;
 - 4. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.
 - ii. Each Berkshire Welco Lab and Manufacturing LLC agent transporting marijuana products shall have access to a secure form of communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.
 - iii. Secure types of communication include, but are not limited to:
 - 1. two-way digital or analog radio (UHF or VHF)
 - 2. cellular phone
 - 3. satellite phone
 - iv. When choosing a type of secure communications, the following shall be taken into consideration:
 - 1. cellular signal coverage
 - 2. transportation area
 - 3. base capabilities
 - 4. antenna coverage

5. frequency of transportation

- v. Prior to, and immediately after leaving the originating location, Berkshire Welco Lab and Manufacturing LLC agents shall use the secure form of communication to contact the originating location to test communications and GPS operability.
 - vi. If communications or the GPS system fail while on route, the Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall return to the originating location until the communication system or GPS system is operational.
 - vii. The Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.
 - viii. The originating location shall have a Berkshire Welco Lab and Manufacturing LLC agent assigned to monitoring the GPS unit and secure form of communication, who shall log all official communications with Berkshire Welco Lab and Manufacturing LLC agents transporting marijuana products.
- f. Agents
- i. Each employee or agent transporting marijuana products shall be registered as a Berkshire Welco Lab and Manufacturing LLC agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate prior to transporting or otherwise handling marijuana products.
 - ii. Each Berkshire Welco Lab and Manufacturing LLC agent shall carry his or her registration card at all times when transporting marijuana products, and shall produce his or her registration card to the Commission or law enforcement officials upon request.
- g. Berkshire Welco Lab and Manufacturing LLC shall use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts when transporting product.
- h. Manifests
- i. A manifest shall be filled out in triplicate, with the original manifest remaining with Berkshire Welco Lab and Manufacturing LLC, a second copy provided to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed Berkshire Welco Lab and Manufacturing LLC agent during transportation and

returned to Berkshire Welco Lab and Manufacturing LLC or upon completion of the transportation.

- ii. Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email.
- iii. Upon arrival at the destination Marijuana Establishment, a marijuana establishment agent at the destination Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest shall, at a minimum, include:
 - 1. the originating Marijuana Establishment name, address, and registration number;
 - 2. the names and registration numbers of the agents who transported the marijuana products;
 - 3. the name and registration number of the marijuana establishment agent who prepared the manifest;
 - 4. the destination Marijuana Establishment name, address, and registration number;
 - 5. a description of the marijuana products being transported, including the weight and form or type of product;
 - 6. the mileage of the transporting vehicle at departure from Berkshire Welco Lab and Manufacturing LLC and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to Berkshire Welco Lab and Manufacturing LLC;
 - 7. the date and time of departure from Berkshire Welco Lab and Manufacturing LLC and arrival at destination Marijuana Establishment for each transportation;
 - 8. a signature line for the marijuana establishment agent who receives the marijuana products;
 - 9. the weight and inventory before departure and upon receipt;
 - 10. the date and time that the transported products were re-weighed and re-inventoried;
 - 11. the name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products;
 - 12. the vehicle make, model, and license plate number.
- iv. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.

- v. Berkshire Welco Lab and Manufacturing LLC shall retain all transportation manifests for no less than one year and make them available to the Commission upon request.
- 10. Berkshire Welco Lab and Manufacturing LLC shall have policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15).
- 11. Berkshire Welco Lab and Manufacturing LLC shall maintain policies and procedures to ensure that all edible marijuana products are prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.
- 12. Berkshire Welco Lab and Manufacturing LLC shall use policies and procedures for maintaining a product catalogue identifying all types of marijuana products actively manufactured at the facility. The catalog shall include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile.
- 13. Berkshire Welco Lab and Manufacturing LLC shall ensure that the production of Edible Marijuana Products shall take place in compliance with the following:
 - a. All edible marijuana products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
 - b. Any marijuana product that is made to resemble a typical food or beverage product shall be packaged and labelled as required by 935 CMR 500.105(5) and (6).
- 14. Berkshire Welco Lab and Manufacturing LLC shall meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

15. When selling or otherwise transferring marijuana to another Marijuana Establishment, Berkshire Welco Lab and Manufacturing LLC shall provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.
16. Notwithstanding a stricter municipal or state regulation, Berkshire Welco Lab and Manufacturing LLC shall identify the method of extraction (e.g., Butane, Propane, CO₂) on a physical posting at all entrances of the Marijuana Establishment. The posting shall be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Berkshire Welco Lab and Manufacturing LLC shall post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.

Berkshire Welco Lab & Manufacturing Staffing Plan

Once our application is accepted, we will start our search for the key management positions we will need to begin staffing and building our team. Upon becoming fully operational we will have employed up to 75 individuals that will support one to two shifts of production.

Extraction department:

Extraction Manager will cross over between our current lab facility and the 34 Home Road location

Positions will be posted and job fairs will be organized We will hire a supervisor and our first tech during the first 2 months building up to a total of 3 technicians on a quarterly basis during year one. We will be fully staffed by month 4

During the first month of employment we will be focusing on required training including Sell Smart, Sexual Harassment, Diversity and Inclusion, safety, machine operation and extraction specific tasks.

Month two of employment each employee will be shadowing and learning all stages of their responsibilities until they are confident in their skill.

MIP Department:

MIP Manager will cross over between our current lab facility and the 34 Home Road location

Positions will be posted and job fairs will be organized We will hire a supervisor in month 3 and our first tech during the first 2 months building up to a total of 10 technicians on a monthly basis during year one. We will be fully staffed within the first 6 months.

During the first month of employment we will be focusing on required training including Sell Smart, Sexual Harassment, Diversity and Inclusion, safety, machine operation and MIP specific tasks including recipes and production.

Month two of employment each employee will be shadowing and learning all stages of their responsibilities until they are confident in their skill.

Processing Department:

Processing Manager will cross over between our current lab facility and the 34 Home Road location

Positions will be posted and job fairs will be organized In month one we will hire our first shift lead and 10 manual processing associates. In month 5 we will start the hiring process to add and additional 10 associates leading up to being fully staffed with 30 processors by month 9 of operations.

We will hire 4 machine operators to start operations and by moth 6 complete we will add 3 more to complete our year one hiring goal.

During the first month of employment we will be focusing on required training including Sell Smart, Sexual Harassment, Diversity and Inclusion, safety, machine operation as appropriate, line production protocol.

Month two of employment each employee will be shadowing and learning all stages of their responsibilities until they are confident in their skill.

Our Operations team will consist of:

Director of Production	Month 1
Machine tech	Month 3
Compliance Manger	Month 1
Compliance specialist	Month 3
Compliance specialist	Month 6
QC Specialist	Month 2
QC tech 1	Month 5
QC tech 2	Month 8
Inventory fulfillment 1	Month 4
Inventory fulfillment 2	Month 5
Inventory fulfillment 3	Month 8
Driver 1	Month 3
Driver 2	Month 8
Sales rep 1	Month 5
Sales rep 2	Month 7
Wholesale logistics 1	Month 5
Wholesale logistics 2	Month 7

Job Description

Job Title:	Compliance Manager
Reports to:	CEO and President
Oversees:	Regulatory Practice
Organization:	Berkshire Welco
Effective Date:	October 2020

Core Duties:

The Compliance Manager ensures a company functions in a legal and ethical manner while meeting its business goals. They are responsible for developing compliance programs, reviewing company policies, and advising management on possible risks.

Principal Responsibilities:

- Planning, implementing and overseeing risk-related programs
- Creating and coordinating proper reporting channels for compliance issues
- Writing and distributing company compliance communications
- Coordinating and scheduling required compliance training for employees
- Developing, implementing, and managing an organization's corporate-wide compliance program
- Coordinating with federal and state regulators
- Establish credibility throughout the organization and with the Owners as an effective developer of solutions to business challenges
- Evaluate the current compliance benchmarks and identify areas of improvement, develop, and implement procedures to assist in the creation and administration of an effective compliance program to enable future success of the organization
- Identify, evaluate risk, work with Executive team to mitigate any areas of concern
- Other duties as assigned

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- In addition to knowledge of the cannabis industry the Compliance Manager must have a strong working knowledge of federal & state regulatory guidelines and standards
- Excellent analytical, project management, communication, and organizational skills.

Job Description

- Compliance managers should possess knowledge of compliance standards and policies, audit techniques, regulatory issues, operations and procedures as they relate to the organization.
- Candidates should have a minimum of three to five years of experience in regulatory compliance – Cannabis or highly regulatory environment preferred.
- Must be detailed oriented to successfully evaluate and interpret data
- Must work with integrity
- Bachelor's Degree, preferred with MBA
- Excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language
- Excellent listening and interpersonal skills
- Keen attention to detail and ability to multi-task with frequent interruptions
- Able to prioritize and execute tasks in a fast paced environment
- Experience working in a team-oriented, collaborative environment
- Must be at least 21 years of age

About Berkshire Welco:

Berkshire Welco d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

Welco is committed to provided access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. If reasonable accommodation is needed to participate in the job application or interview process, please contact: Human Resources.

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title: Compliance Specialist

Reports to: VP of Finance & Director of Operations

Oversees: Regulatory Practice

Organization: Berkshire Welco

Effective Date: Updated February 2020

Core Duties:

The Compliance Specialist works with management team to ensure the company functions in a legal and ethical manner while meeting its business goals. They are responsible for developing compliance programs, reviewing company regulatory policies, and advising management on possible risks.

Principal Responsibilities:

- Work with VP of Finance and Director of Operations to plan, develop, and implement risk-related programs
- Coordinate and oversee all risk-related programs
- Work with VP of Finance and Director of Operations on developing, implementing, and managing an organization-wide compliance program
- Create proper reporting channels for compliance issues and coordinate implementation with all managers
- Writing and distributing company compliance communications
- Coordinating and scheduling required compliance training for employees
- Coordinating communication with state regulators
- Evaluate the current compliance benchmarks and identify areas of improvement, develop, and implement procedures to assist in the creation and administration of an effective compliance program to enable future success of the organization
- When risks have been identified, work with VP of Finance and Director of Operations to evaluate the risk, develop a plan to mitigate any areas of concern, and implement the plan.
- Other duties as assigned

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

Job Description

- In addition to knowledge of the cannabis industry the Compliance Specialist must have a strong working knowledge of federal & state regulatory guidelines and standards
- Excellent analytical, project management, communication, and organizational skills.
- Candidates should have a minimum of one to three years of experience in regulatory compliance – Cannabis or highly regulatory environment preferred.
- Must be detailed oriented to successfully evaluate and interpret data
- Must work with integrity
- Bachelor's Degree
- Excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language
- Excellent listening and interpersonal skills
- Keen attention to detail and ability to multi-task with frequent interruptions
- Able to prioritize and execute tasks in a fast paced environment
- Experience working in a team-oriented, collaborative environment
- Must be at least 21 years of age

About Berkshire Welco:

Berkshire Welco d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

Welco is committed to provided access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. If reasonable accommodation is needed to participate in the job application or interview process, please contact: Human Resources.

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Extraction Associate
Reports to:	Production Manager
Supervises:	n/a
Oversees:	Lab
Organization:	Berkshire Welco
Effective Date:	TBD

Core Duties:

The Extraction Associate is responsible for navigating day-to-day laboratory operations. This includes working with the extraction equipment to assist with the extraction process, clean up equipment, and conduct general lab duties. This position will work closely with the Extraction Manager to ensure equipment is maintained regularly and products and workflow meet the necessary specifications. Extraction agents work as a team to perform extractions of cannabis products and maintenance of extraction instruments. The goal is to optimize lab procedures and succeed in producing consistent, safe, and quality products. Communication skills, organization, attention to safety, detail and time management are critical to the success of our lab.

Principal Responsibilities:

Under direction from the Extraction Manager, the Extraction Associate is responsible for assisting in the operation of the extraction production process while ensuring the safe, accurate, and timely production of products. The Extraction Associate's duties shall include, but not be limited to, the following:

- Assist in the operation and maintenance of extraction equipment.
- Help develop and execute the process of Standard Operating Procedures (SOPs).
- Assist with the front-end processing of raw materials, including weighing, grinding, cleaning and general lab work.
- Prepare workspace, equipment, and materials daily.
- Wash and sterilize laboratory glassware and equipment.
- Schedule and perform regular maintenance, cleaning, and repairs of all equipment.
- Perform some administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, and auditing products and supplies.
- Weigh and package finished products.
- Responsible for inventory, recordkeeping, quality of product at all times, and maintaining inventory via seed to sale tracking.
- Responsible for accurately weighing and recording all product weights
- Provide supervision and leadership to the Extraction Lab regarding production schedules, associated testing, continuously improving quality, reducing waste, and increasing throughput.
- Prepare samples to be sent to lab.

Job Description

- Package finished products.
- Other duties as assigned.

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Knowledge of chemical extraction and distillation/refining theory
- Experience with extraction, preparation, and purification of cannabinoids
- Supervisory experience, preferably in chemical process operations a plus.
- Experience with detailed record keeping, proper labeling and data tracking
- Solid computer skills, including Google Suite (Docs, Sheets, Calendar)
- Excellent written and verbal communication skills
- In-depth understanding of compliance laws for the California cannabis industry
- Motivated and self-driven
- Must have proven experience in cannabis extraction
- Deep technical knowledge of extraction methods and techniques, and a passion for cannabis extracts.
- Ability to work on own with minimal direction and solve problems
- Openness to change and ideas
- Adherence to policies and procedures
- Ability to use and manage METRC; experience using METRC preferred
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

- Long periods of prolonged standing and sitting
- Long periods of prolonged use of office equipment including computers and phones
- Ability to observe and assess material that deviates from established company standards
- Requires bending and lifting up to 50 pounds

About Berkshire Welco:

Berkshire Welco d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all our locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

Job Description

Welco is committed to providing access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. If reasonable accommodation is needed to participate in the job application or interview process, please contact: Human Resources.

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	MIP Associate
Reports to:	MIP Manager
Supervises:	n/a
Oversees:	MIP Kitchen
Organization:	Berkshire Welco
Effective Date:	TBD

Core Duties:

The MIP Associate is responsible for cross-functional support of production and packaging of marijuana infused products. The MIP Associate completes tasks assigned by the MIP Manager, such as prepping, cleaning, cooking, labeling, wrapping and operating basic production and packaging machinery. The MIP Associate shall produce and package marijuana infused products in accordance with the State and standards set by the company.

Principal Responsibilities:

The MIP Associate is responsible and accountable for the operation of the MIP production process while ensuring the safe, accurate, and timely production of products. The MIP Associate's duties shall include, but not be limited to, the following:

- Help develop and execute the process of Standard Operating Procedures (SOPs).
- Maintain and control finished goods, raw materials, and MIP Product inventories.
- Responsible for inventory, recordkeeping, quality of product at all times, and maintaining inventory via seed to sale tracking.
- Responsible for accurately weighing and recording all product weights
- Provide supervision and leadership to the MIP Kitchen regarding precise infusion, production schedules, associated testing, continuously improve quality, reduce waste, and increase throughput.
- Manages employees by establishing performance goals, allocating resources and assessing performance
- Responsible for mentoring and leading junior production staff through critique of their work to maintain consistent quality and exemplary work
- Perform some administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, and auditing products and supplies.
- Lead the creation and production of large batches of Cannabis Edibles, Topicals, and Tinctures
- Prepare and clean workspaces, equipment, and materials daily.
- Prepare samples to be sent to lab.
- Log recipes.
- Package finished products.
- Other duties as assigned.

Job Description

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Culinary degree is preferred, but not mandatory for consideration. Commensurate experience within the F&B industry will be considered.
- Experience in the cannabis industry preferred but not mandatory
- 3-5 years of experience in a baker/confectionery production-oriented role
- Must be qualified to handle the rigorous physical demands of a commercial kitchen
- Ability to work on own with minimal direction and solve problems
- Accountability, honesty, and integrity
- Openness to change and ideas
- Adherence to policies and procedures
- Ability to use and manage METRC; experience using METRC preferred
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

- Long periods of prolonged standing and sitting
- Long periods of prolonged use of office equipment including computers and phones
- Ability to observe and assess material that deviates from established company standards
- Some crouching or holding uncomfortable positions for extended periods of time; repetitive motions
- Requires bending and lifting up to 50 pounds

About Berkshire Welco:

Berkshire Welco d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all our locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

Job Description

Welco is committed to providing access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. If reasonable accommodation is needed to participate in the job application or interview process, please contact: Human Resources.

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Extraction Manager
Reports to:	Production Director
Supervises:	Extraction Associates
Oversees:	Lab
Organization:	Berkshire Welco
Effective Date:	TBD

Core Duties:

The Extraction Manager is responsible for leading and navigating day-to-day laboratory operations. This includes working with the extraction equipment to assist with the extraction process, clean up equipment, and conduct general lab duties. This position will work closely with the Production Director to ensure equipment is maintained regularly and products and workflow meet the necessary specifications. The Production Director, Extraction Manager, and Extraction Associates work as a team to perform extractions of cannabis products and maintenance of extraction instruments. The goal is to optimize lab procedures and succeed in producing consistent, safe, and quality products. Communication skills, organization, attention to safety, detail and time management are critical to the success of our lab.

Principal Responsibilities:

Under direction from the Production Director, the Extraction Manager is responsible for the operation of the extraction production process while ensuring the safe, accurate, and timely production of products. The Extraction Manager's duties shall include, but not be limited to, the following:

- Leading in the operation and maintenance of extraction equipment.
- Help develop and execute the process of Standard Operating Procedures (SOPs).
- Assist with the front-end processing of raw materials, including weighing, grinding, cleaning and general lab work.
- Prepare workspace, equipment, and materials daily.
- Wash and sterilize laboratory glassware and equipment.
- Schedule and perform regular maintenance, cleaning, and repairs of all equipment.
- Perform some administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, and auditing products and supplies.
- Weigh and package finished products.
- Responsible for inventory, recordkeeping, quality of product at all times, and maintaining inventory via seed to sale tracking.
- Responsible for accurately weighing and recording all product weights
- Provide supervision and leadership to the Extraction Lab regarding production schedules, associated testing, continuously improving quality, reducing waste, and increasing throughput.
- Prepare samples to be sent to lab.

Job Description

- Package finished products.
- Other duties as assigned.

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Knowledge of chemical extraction and distillation/refining theory
- Experience with extraction, preparation, and purification of cannabinoids
- Supervisory experience, preferably in chemical process operations a plus.
- Experience with detailed record keeping, proper labeling and data tracking
- Solid computer skills, including Google Suite (Docs, Sheets, Calendar)
- Excellent written and verbal communication skills
- In-depth understanding of compliance laws for the Massachusetts cannabis industry
- Motivated and self-driven
- Must have proven experience in cannabis extraction
- Deep technical knowledge of extraction methods and techniques, and a passion for cannabis extracts.
- Ability to work on own with minimal direction and solve problems
- Openness to change and ideas
- Adherence to policies and procedures
- Ability to use and manage METRC; experience using METRC preferred
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

- Long periods of prolonged standing and sitting
- Long periods of prolonged use of office equipment including computers and phones
- Ability to observe and assess material that deviates from established company standards
- Requires bending and lifting up to 50 pounds

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Job Description

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Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Driver / Processor
Reports to:	Processing Manager / Wholesale Director
Supervises:	n/a
Oversees:	n/a
Organization:	Berkshire Welco, LLC
Effective Date:	TBD

Core Duties:

This position is a dual-purpose role.

The Driver part of the position is responsible for the prompt and consistent transportation and delivery of wholesale cannabis products to clients. Under the supervision of the Wholesale Director, the Driver performs driving responsibilities to ensure the timely delivery of our products in compliance with all company and state regulations. The Drivers will be part of a two-person transport team and will be responsible for representing our company in a professional and personable manner when making deliveries. The ideal candidate will be customer-focused, work well independently, and possess impeccable time management skills.

The processor part of the position is responsible for manicuring wet or dry plant material, breaking down plants, and packaging plant material and infused products. This person will also have some responsibility for tracking product electronically on systems to ensure compliance with state laws and program regulations.

Principal Responsibilities:

Driver duties shall include, but not be limited to, the following:

- Engage clients with friendly, courteous, and effective communication to determine pickup and delivery needs
- Load, unload, and complete deliveries in a safe, accurate, and efficient manner, according to all company SOPs
- Operate tracking software
- Handle physical paperwork, i.e., delivering invoices, obtaining required signatures, receipts or delivery confirmation notices
- Become familiar with the vendor's locations: the specific protocols regarding deliveries, safety, and security
- Keep vehicle and associated equipment clean and in good working order; report serious mechanical problems to the manager or appropriate party
- Report any incidents or delays encountered on the road to a dispatcher as soon as possible

Job Description

- Create a proactive and positive environment while meeting and exceeding personal and company goals
- Stay up to date and comply with all state and local cannabis laws and regulations
- Develop relationships during all visits and seek new opportunities for sales

Under direction from the Processing Manager, the Processing Associate is responsible for handling and processing plant material, running standard production machinery, and assisting with general packaging of products within our production facility. The Processing Associate's duties shall include, but not be limited to, the following:

- Hand trim flower from plants in a quick and efficient manner, while ensuring high quality product standards
- Track the amount of unusable waste for each plant/batch, in addition to usable by-products
- Assure daily compliance with company policies including but not limited to: state/local regulation compliance, security protocols, access protocols, facility maintenance, and work schedules
- Accurately perform filling, packaging, and labeling of products within the production facility. This includes, but is not limited to: finished flower, pre-rolls, cartridges, concentrates, edibles, and other marijuana infused products.
- Maintain that all production areas and equipment are clean and sanitized at all times according to standard operating procedures.
- Ensure that all sections of production are in complete accordance with all Massachusetts regulations.
- Maintain accurate records of daily production and communicate those records to management.
- Work as a member of a fast-paced team environment to help the team meet group goals.
- Possess a willingness to work hard and learn every day.
- Learn and perform proper techniques for harvesting, drying and curing Cannabis
- Follow appropriate control measures to prevent mixing of batches and/or weights of batches.
- Perform in-process and post-process quality assurance testing and conduct visual inspections to ensure the product meets or exceeds set quality standards.

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco, LLC reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Must be able to work well in a group and independently and demonstrate self-motivation and initiative.
- Must be able to adapt quickly to changes in policy, procedure, and technique.
- Must have a basic understanding of the Medical Marijuana laws, rules and regulations set forth by the state.

Job Description

- Ability to perform a monotonous task with great efficiency over 8 hour work periods without losing quality.
- High School Education or GED graduate; some college or college graduate preferred.
- Equivalent combinations of education and experience may be considered.
- Valid Driver's License
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

- Long periods of prolonged standing and sitting while maintaining focus.
- Must be able to lift, carry and balance up to 50 pounds (100 pounds with assistance) AND must be able to do so with extreme care and caution when working with plants and product.

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Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	MIP Manager
Reports to:	Production Director
Supervises:	MIP Associates
Oversees:	MIP Kitchen
Organization:	Berkshire Welco
Effective Date:	TBD

Core Duties:

The MIP Manager is responsible for leading production and packaging of marijuana infused products. The MIP Manager follows guidance by the Production Director to ensure that production goals are consistently met. Daily tasks shall include prepping, cleaning, cooking, labeling, wrapping, and operating basic production and packaging machinery. The MIP Manager shall lead production and packaging of marijuana infused products in accordance with the State and standards set by the company.

Principal Responsibilities:

The MIP Manager is responsible and accountable for the operation of the MIP production process while ensuring the safe, accurate, and timely production of products. The MIP Manager's duties shall include, but not be limited to, the following:

- Help develop and execute Standard Operating Procedures (SOPs).
- Maintain and control finished goods, raw materials, and MIP Product inventories.
- Be responsible for inventory, recordkeeping, quality of product at all times, and maintaining inventory via seed to sale tracking.
- Responsible for accurately weighing and recording all product weights
- Provide supervision and leadership to the MIP Kitchen regarding precise infusion, production schedules, associated testing, continuously improve quality, reduce waste, and increase throughput.
- Manage other MIP employees by establishing performance goals, allocating resources and assessing performance
- Responsible for mentoring and leading junior production staff through critique of their work to maintain consistent quality and exemplary work
- Perform some administrative tasks, such as documenting all machine maintenance, logging test results, printing labels, and auditing products and supplies.
- Lead the creation and production of large batches of Cannabis Edibles, Topicals, and Tinctures
- Prepare and clean workspaces, equipment, and materials daily.
- Prepare samples to be sent to lab.
- Log recipes.
- Package finished products.

Job Description

- Other duties as assigned.

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Essential Work Experience and Qualifications:

- Culinary degree is preferred, but not mandatory for consideration. Commensurate experience within the F&B industry will be considered.
- Experience in the cannabis industry preferred but not mandatory
- 3-5 years of experience in a baker/confectionery production-oriented role
- Must be qualified to handle the rigorous physical demands of a commercial kitchen
- Ability to work on own with minimal direction and solve problems
- Accountability, honesty, and integrity
- Openness to change and ideas
- Adherence to policies and procedures
- Ability to use and manage METRC; experience using METRC preferred
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

- Long periods of prolonged standing and sitting
- Long periods of prolonged use of office equipment including computers and phones
- Ability to observe and assess material that deviates from established company standards
- Some crouching or holding uncomfortable positions for extended periods of time; repetitive motions
- Requires bending and lifting up to 50 pounds

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Job Description

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Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Director of Production
Reports to:	C.O.O.
Supervises:	Processing Manager, MIP Manager, Extraction Manager
Oversees:	Product Manufacturing Lab, Processing Facilities
Organization:	The Pass
Effective Date:	TBD

Core Duties:

The Director of Production is an instrumental, results-oriented leader with responsibility for organizing and overseeing the daily production within our company. Proven leadership skills, a strong ability to problem solve, sound judgment and decision-making, and attention to detail are key skills for this position. Key areas of responsibility includes master scheduling, staff management, supply planning, inventory management, budget management, quality control, and being ever-conscious of compliance. A strong leader in this role will enable the seamless production and efficient distribution of Adult-Use Cannabis products on behalf of The Pass / Berkshire Welco.

Principal Responsibilities:

The Director of Production is responsible and accountable for all processes relating to the processing, extraction, infusion, and packaging of cannabis products while ensuring safe, accurate, and timely production. The Director of Production's duties shall include, but not be limited to, the following:

- Keeping a precise count of all packaged and non-packaged product and weight(s) for an accurate end of day reconciliation of inventory
- Manage all steps in the post-harvest process including intake, drying, curing, trimming, and packaging
- Package extractions, infused products, and plant material into proper containers with proper labeling to ensure compliance with state regulations
- Electronically convert packaged products in the state traceability system
- Exhibit competency in basic organizational skills, communication skills and windows based operating software
- Manage time efficiently in order to meet goals while consistently producing quality product
- Sanitation & cleanup of all processing areas throughout the day
- Manage an accurate inventory of site materials, hard goods, and soft goods
- Ensure materials are ordered and delivered to the site on time, stored and stocked for efficient picking and use
- Create a stocking plan and strategy to improve product flow and inventory visibility
- Maintain metrics, reports, process documentation, customer service logs, training and safety records
- Resolve problems relating to inventory, production equipment, testing, and staff

Job Description

- Control inventory levels by conducting regular cycle counts
- Maintain physical condition of storage by planning and implementing new design layouts; inspecting equipment; issuing work orders for repair and requisitions for replacement
- Partner with transportation team for product transfers, identify and implement process improvements
- Safeguard logistics operations and contents by establishing and monitoring security procedures and protocols
- Manage logistics and materials costs, drive cost-productivity savings
- Comply with federal, state, and local warehousing, material handling, and shipping requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions
- Initiate corrective actions and communicate with management
- Contribute to team effort by accomplishing related results as needed
- Hire, train and lead extraction team, MIP team, and processing team
- Write and implement SOPs
- Maintain a sanitary laboratory environment that complies with state regulations
- Report directly to the C.O.O. to set achievable production goals
- Practice GMP methods and implement them into every step of the extraction process
- Source vendors and equipment and troubleshoot when needed

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The Pass reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Bachelor's degree, preferably in business, operations or supply chain
- Minimum of 2 years of operational experience in supply chain management or manufacturing, including forecasting, planning, SOP development, validation and execution, quality controls, lab testing, financials, etc. Experience within the Cannabis industry is preferred.
- Excellent verbal and written communication
- Must be able to lead and motivate the Production teams
- Knowledge of raw materials, production processes, quality control, costs and other techniques for maximizing the effective manufacture and delivery of adult-use cannabis
- Knowledge of the chemical composition, structure, and properties of substances and their interaction, danger signs, production techniques and disposal
- Knowledge of federal, state and local laws; particularly those that govern the adult-use cannabis industry in Massachusetts is preferred.
- Must be highly motivated and thrive in a fast-paced environment
- Must be able to work under pressure and meet deadlines, while maintaining a positive attitude and providing exemplary leadership
- Ability to work independently and to carry out assignments to completion within parameters of instructions given, prescribed routines, and standard accepted practices
- Ability to maintain confidentiality, reliability, and good financial acumen.

Job Description

- Must be able to obtain and maintain a security clearance. Must also maintain a valid driver's license.
- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to write reports, business correspondences and SOPs. Ability to effectively present information and respond to questions from groups of managers, dispensary clients, and executive management team.
- Ability to define problems, collect data, establish facts, and draw valid conclusions
- Ability to interpret an extensive variety of technical instructions in mathematical or diagrammatic form
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations is paramount. Must be able to calculate figures and amounts such as profit and loss, proportions, percentages, area, circumference, volume, etc.
- To perform this job successfully, an individual should have proficiency in using Microsoft Office (word, excel, powerpoint)
- Ability to use and manage METRC; experience using METRC preferred.
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

- Long periods of prolonged standing, sitting, and use of hands
- Long periods of prolonged use of office equipment including computers and phones
- Occasionally required to climb or balance and stoop, kneel, crouch, or crawl.
- Ability to observe and assess material that deviates from established company standards
- Some crouching or holding uncomfortable positions for extended periods of time; repetitive motions
- Requires bending and lifting up to 50 pounds for 100 feet distance.

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Job Description

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Wholesale Director
Reports to:	Chief Operating Officer
Supervises:	n/a
Oversees:	Wholesale
Organization:	Berkshire Welco, LLC
Effective Date:	June 2020

Core Duties:

This position is responsible for the management and growth of the wholesale sales channel for The Pass brand. This includes planning, budgeting, and execution across all markets and industry sectors. The ideal candidate is an experienced Procurement Director with strong management skills, experience working and succeeding in the cannabis industry with a proven track record in purchasing and business development

Principal Responsibilities:

- Act as a member of the leadership team and a key contributor in strategic planning at the company level
- Own the development, implementation and execution of the wholesale channel sales plan to deliver on short-and long-term goals for all brands
- Establish short-and long-term sales goals for all accounts and territories and manage wholesale business to these goals
- Cultivate relationships with external partners to procure parts and raw materials needed to produce the product, create the inventory, and sell the product to outside markets. These professionals evaluate suppliers and negotiate contracts with vendors
- Negotiate to secure the advantageous terms with viable external partners
- Finalize purchasing details of orders and deliveries
- Review and analyse existing contracts (if applicable)
- Track key metrics to reduce expenses and improve effectiveness
- Work with operations team to create and improve upon seasonal forecasting tools
- Develop and manage internal and external reporting for wholesale business to maximize rep force performance and provide data and insights to internal teams on wholesale performance
- Work closely with product and merchandising teams to leverage feedback from buyers and retailers to identify growth opportunities for key items and categories
- Collaborate with key persons to ensure clarity of the specifications and expectations of the company
- Foresee alterations in the comparative negotiating ability of suppliers and clients
- Expect unfavourable events through analysis of data and prepare control strategies
- Perform risk management for supply contracts and agreements
- Control spend and build a culture of long-term saving on procurement costs

Job Description

- Responsible for the day-to-day operations of the logistics ensuring that goods get where they need to be in an efficient manner

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Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Five or more years' experience in procurement
- Demonstrated success driving results through wholesale sales management within a highly regulated industry
- Financial acumen and experience managing P+L
- Talent in negotiations and networking
- Excellent time management and prioritization ability
- 2 years minimum Cannabis Industry Experience
- Bachelor's degree (B.A.) required
- Must be at least 21 years of age

Physical Requirements / Work Environment:

- Must be willing to travel
- Financial acumen and experience managing P+L
- Excellent communication, relationship management and consensus building skills

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Employee's Name:

Employee's Signature:

Date:

Job Description

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Inventory Specialist
Reports to:	Inventory Manager
Supervises:	Inventory Support
Oversees:	Inventory
Organization:	Berkshire Welco, LLC
Effective Date:	TBD

Core Duties:

The role of the Inventory Specialist is to be the primary support for the inventory team as well as ensure inventory procedures set by the Inventory Manager are being followed by members of the team. Inventory Specialists will also follow guidelines set by the Cannabis Control Commission and ensure compliance is being met by the team. Duties include the following: receiving product, auditing inventory, METRC accuracy, educating employees on product offerings, opening/closing procedures, wasting/quarantine products appropriately, verify METRC tags, employee defective product, upload product via CSV files, moving product in Flowhub and METRC and cleaning. The Inventory Specialist will embrace continued education as it relates to the cannabis industry and be a team player.

Principal Responsibilities:

The primary role of the Inventory Specialist is to follow the Inventory Manager's instructions regarding inventory and product and ensure other members of the team understand and are also following standard operating procedures. The Inventory Specialist duties shall include, but not be limited to, the following:

- Receive Transfer Manifests in METRC
- Following proper procedure for receiving affiliated product and unaffiliated product
- Develop deep knowledge and understanding of cannabis
- Upload product CSV to Flowhub
- Accurate use and maintenance of the Inventory System
- Waste/ Quarantine Products
- Knowledge and adherence to company policies, state regulations, and standard operating procedures (SOPs)
- Compassionate and strong work ethic
- Strong attention to detail and must have a team-player mentality
- Ability to deal with and resolve problems in a professional manner
- Develops and maintains in-depth product knowledge
- Create Product Testing Labels
- Audit Inventory via the Nug
- Moving Product in METRC and Flowhub

Job Description

- Ability to accurately use the Nug
- Adjustments in Flowhub and in METRC
- Verify METRC Tags
- Organize weekly Employee Defective List
- Properly Waste product
- Ability to Open and Close Inventory

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Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Leadership skills, understands how to manage a team
- Advanced Knowledge of basic computer skills, Point of Sale software, and inventory procedures is a must
- Advanced Knowledgeable about cannabis: genetics, laws, medicinal values, culture, and trends of the industry
- High School Diploma or equivalent
- Must be able to accommodate scheduling expectations, including weekends
- Must be at least 21 years of age

Physical Requirements / Work Environment:

Inventory Specialists must be able to stand for long periods of time with appropriate breaks. Inventory Specialists will also assist in moving products throughout the facility and must be able to lift 50 pounds.

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Job Description

- Ability to accurately use the Nug
- Adjustments in Flowhub and in METRC
- Verify METRC Tags
- Organize weekly Employee Defective List
- Properly Waste product
- Ability to Open and Close Inventory

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Essential Work Experience and Qualifications:

- Leadership skills, understands how to manage a team
- Advanced Knowledge of basic computer skills, Point of Sale software, and inventory procedures is a must
- Advanced Knowledgeable about cannabis: genetics, laws, medicinal values, culture, and trends of the industry
- High School Diploma or equivalent
- Must be able to accommodate scheduling expectations, including weekends
- Must be at least 21 years of age

Physical Requirements / Work Environment:

Inventory Specialists must be able to stand for long periods of time with appropriate breaks. Inventory Specialists will also assist in moving products throughout the facility and must be able to lift 50 pounds.

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Job Description

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Processing Manager
Reports to:	Director of Production
Supervises:	Processing Associates
Oversees:	Processing
Organization:	Berkshire Welco
Effective Date:	TBD

Core Duties:

The Processing Manager is responsible for handling all post-harvest production. The Processing Manager shall be responsible for leading a processing team, maintenance of all processing equipment, staffing, and the ongoing operation of all post-harvest processing. The Processing Manager's duties shall include, but not be limited to, the following:

- Oversee the handling and transporting all harvested plants from cultivation facility to the processing facility;
- Oversee the handling, transporting, and disposing of all waste material from processing facility;
- Supervision of trim and production processes;
- Delegation of tasks to Processing Associates;
- Ensuring quality control and testing of marijuana infused products in compliance with 935 CMR 500.160;
- Monitoring the status of the cure room and all product in the process of curing;
- Recording quantities and weight for all product including flowers and trim;
- Overseeing bulk packaging, transfer, and storing in product vault;
- Preparation of product for retail and wholesale markets;
- In collaboration with Inventory Manager, develop procedures for inventory management, including electronic tracking and the allocation of physical space, shelves, and containers within the premises including inventory protocols in compliance with 935 CMR 500.105(8) and (9); and
- In collaboration with Inventory Manager, develop product scheduling to support sales and product development objectives.

Principal Responsibilities:

Under direction from the Production Director, the Processing Manager is responsible for handling and processing plant material, running standard production machinery, and assisting with general packaging of products within our production facility. The Processing Manager's duties shall include, but not be limited to, the following:

- Ensure plants are processed in a quick and efficient manner, while ensuring high quality product standards.
- Track the amount of unusable waste for each plant/batch, in addition to usable by-products

Job Description

- Assure daily compliance with company policies including but not limited to: state/local regulation compliance, security protocols, access protocols, facility maintenance, and work schedules
- Oversee accurate filling, packaging, and labeling of products within the production facility. This includes, but is not limited to: finished flower, pre-rolls, cartridges, concentrates, edibles, and other marijuana infused products.
- Maintain that all production areas and equipment are clean and sanitized at all times according to standard operating procedures.
- Ensure that all sections of production are in complete accordance with all Massachusetts regulations.
- Maintain accurate records of daily production and communicate those records to management.
- Work as a member of a fast-paced team environment to help the team meet group goals.
- Understand and apply the use of Metrc, our seed to sale tracking program.
- Possess a willingness to work hard and learn every day.
- Learn and perform proper techniques for harvesting, drying and curing Cannabis
- Follow appropriate control measures to prevent mixing of batches and/or weights of batches.
- Perform in-process and post-process quality assurance testing and conduct visual inspections to ensure the product meets or exceeds set quality standards.

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

Berkshire Welco reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Must be able to work well in a group and independently and demonstrate self-motivation and initiative.
- Must be able to adapt quickly to changes in policy, procedure, and technique.
- Must have a basic understanding of the Medical Marijuana laws, rules and regulations set forth by the state.
- Ability to perform a monotonous task with great efficiency over 8 hour work periods without losing quality.
- High School Education or GED graduate; some college or college graduate preferred.
- 1-2 years experience processing cannabis or other botanicals preferred.
- 1-2 years experience in warehousing and inventory preferred.
- Equivalent combinations of education and experience may be considered.
- Ability to use and manage METRC; experience using METRC preferred
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

Physical Requirements / Work Environment:

Job Description

- Long periods of prolonged standing and sitting while maintaining focus.
- Must be able to lift, carry and balance up to 50 pounds (100 pounds with assistance) AND must be able to do so with extreme care and caution when working with plants and product.

About Berkshire Welco:

Berkshire Welco d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all our locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

Welco is committed to providing access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. If reasonable accommodation is needed to participate in the job application or interview process, please contact: Human Resources.

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

Job Description

Job Title:	Processing Associate
Reports to:	Processing Manager
Supervises:	n/a
Oversees:	Processing
Organization:	Berkshire Welco
Effective Date:	TBD

Core Duties:

This position is responsible for manicuring wet or dry plant material, breaking down plants, and packaging plant material and infused products. This person will also have some responsibility for tracking product electronically on systems to ensure compliance with state laws and program regulations.

Principal Responsibilities:

Under direction from the Processing Manager, the Processing Associate is responsible for handling and processing plant material, running standard production machinery, and assisting with general packaging of products within our production facility. The Processing Associate's duties shall include, but not be limited to, the following:

- Hand trim flower from plants in a quick and efficient manner, while ensuring high quality product standards
- Track the amount of unusable waste for each plant/batch, in addition to usable by-products
- Assure daily compliance with company policies including but not limited to: state/local regulation compliance, security protocols, access protocols, facility maintenance, and work schedules
- Accurately perform filling, packaging, and labeling of products within the production facility. This includes, but is not limited to: finished flower, pre-rolls, cartridges, concentrates, edibles, and other marijuana infused products.
- Maintain that all production areas and equipment are clean and sanitized at all times according to standard operating procedures.
- Ensure that all sections of production are in complete accordance with all Massachusetts regulations.
- Maintain accurate records of daily production and communicate those records to management.
- Work as a member of a fast-paced team environment to help the team meet group goals.
- Understand and apply the use of Metrc, our seed to sale tracking program.
- Possess a willingness to work hard and learn every day.
- Learn and perform proper techniques for harvesting, drying and curing Cannabis

Job Description

- Follow appropriate control measures to prevent mixing of batches and/or weights of batches.
- Perform in-process and post-process quality assurance testing and conduct visual inspections to ensure the product meets or exceeds set quality standards.

The above job description in no way states or implies these duties are the only duties performed by this employee. The incumbent is expected to perform other related duties necessary for the effective operation of the Company.

The Pass reserves the right to change or alter any of the above duties and responsibilities according to the operational needs of the Company.

Essential Work Experience and Qualifications:

- Must be able to work well in a group and independently and demonstrate self-motivation and initiative.
- Must be able to adapt quickly to changes in policy, procedure, and technique.
- Must have a basic understanding of the Medical Marijuana laws, rules and regulations set forth by the state.
- Ability to perform a monotonous task with great efficiency over 8 hour work periods without losing quality.
- High School Education or GED graduate; some college or college graduate preferred.
- 1-2 years experience processing cannabis or other botanicals preferred.
- 1-2 years experience in warehousing and inventory preferred.
- Equivalent combinations of education and experience may be considered.
- Ability to use and manage METRC; experience using METRC preferred
- Ability to communicate clearly and accurately
- Must be at least 21 years of age
- Must pass CORI background checks

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About Berkshire Welco:

Berkshire Welco d/b/a The Pass, welcomes individuals of every race, color, orientation, age, gender, origin, veteran status, and those harmed from directly and indirectly by prior cannabis prohibition. We hire smart, talented workers from all walks of life and all experience levels for our vertically integrated MA cannabis business. We embrace LGBTQ+, Minorities, Women & Veterans and other equity applicants throughout our community. Welco intends to be a company where employees bring their individual identities, differences, and talents together to work as a team, across all our locations and operations. In short: we don't want biases or stereotypes holding either us or you back.

Job Description

Welco is committed to providing access, equal opportunity and reasonable accommodation for qualified individuals with disabilities in all areas of its work and operations. If reasonable accommodation is needed to participate in the job application or interview process, please contact: Human Resources.

Employee's Name:

Employee's Signature:

Date:

Line Manager Name:

Line Manager Signature:

Date:

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Processor 27	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Processor 28	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Processor 29	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Processor 30	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Machine packager 1	31,200.00	0.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
Machine packager 2	31,200.00	0.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
Machine packager 3	31,200.00	0.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
Machine packager 4	31,200.00	0.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00
Machine packager 5	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Machine packager 6	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Machine packager 7	31,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
Operations													
Director of Production	75,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
Machine tech	50,000.00	0.00	0.00	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67
Compliance Specialist	41,600.00	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67	3,466.67
Compliance tech 1	37,440.00	0.00	0.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00
Compliance tech 2	37,440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,120.00	3,120.00	3,120.00
QC manager	37,440.00	0.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00
QC tech 1	35,360.00	0.00	0.00	0.00	0.00	0.00	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67
QC tech 2	35,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,946.67	2,946.67	2,946.67
Inventory fulfillment 1	35,360.00	0.00	0.00	0.00	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67
Inventory fulfillment 2	35,360.00	0.00	0.00	0.00	0.00	0.00	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67	2,946.67
Inventory fulfillment 3	35,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,946.67	2,946.67	2,946.67
Driver 1	40,000.00	0.00	0.00	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33
Driver 2	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,333.33	3,333.33	3,333.33
Sales rep 1	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,333.33	3,333.33	3,333.33
Sales rep 2	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,333.33	3,333.33	3,333.33
Wholesale logistics 1	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,333.33	3,333.33	3,333.33
Wholesale logistics 2	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,333.33	3,333.33	3,333.33
	2,644,180.00	57,641.67	71,161.67	92,054.67	106,094.67	137,894.67	175,334.67	185,334.67	191,228.00	220,348.00	220,348.00	220,348.00	220,348.00