



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284535
Original Issued Date: 06/16/2022
Issued Date: 06/16/2022
Expiration Date: 06/16/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: EVG FARMS LLC

Phone Number: 617-595-6090 Email Address: seanberte77@gmail.com

Business Address 1: 883 HYDE PARK AVE Business Address 2:

Business City: HYDE PARK Business State: MA Business Zip Code: 02136

Mailing Address 1: 31 ALDRICH ST Mailing Address 2:

Mailing City: ROSLINDALE Mailing State: MA Mailing Zip Code: 02131

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EE201867

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: 50

Percentage Of Control:

50

Role: Owner / Partner

Other Role:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	6. Host Community Agreement Cert.pdf	pdf	61afff060b55784640e025e7	12/07/2021
Plan to Remain Compliant with Local Zoning	8. Plan to remain compliant with local zoning ordinances.pdf	pdf	61afff59151a044618ec1a88	12/07/2021
Community Outreach Meeting Documentation	MARCH 29 MA_Evergreen_7. Community Outreach Attatchments A B C .pdf	pdf	62434c2fc91bef00094e842c	03/29/2022
Community Outreach Meeting Documentation	APRIL 4 MA_Evergreen_7. Community Outreach Attestation.pdf	pdf	624b92a353957f000874b144	04/04/2022
Community Outreach Meeting Documentation	APRIL 4 Community Outreach Meeting Attendance and Recording.pdf	pdf	624c730753957f000875b553	04/05/2022

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	April 28 MA_Evergreen_Plan for Positive Impact 2021.pdf	pdf	626ab694560e3c000883b606	04/28/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**
First Name: Armani **Last Name:** White **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Sean **Last Name:** Berte **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	1c. Statement of Change of Resident	pdf	61bb813abf093f460253e3e6	12/16/2021

Agent:Resident Office.pdf				
Articles of Organization	1c. Articles (Cert) of Organization.pdf	pdf	61bb813e073d79445b0d362a	12/16/2021
Bylaws	1d. EVG Farms signed 2.21.22 Operating Agreement.pdf	pdf	621571d8dc96b108e5520222	02/22/2022
Secretary of Commonwealth - Certificate of Good Standing	1a. EVG Cert of Good Standing from the Secretary of the Commonwealth of Massachusetts.pdf	pdf	621d19f3177b01078937ae4e	02/28/2022
Department of Revenue - Certificate of Good standing	MARCH 22 MA_Evergreen_1b.Certificate of Good Standing Massachusetts Department of Revenue .pdf	pdf	623a020194e880000988091d	03/22/2022
Department of Revenue - Certificate of Good standing	MARCH 22 MA_Evergreen_1a. EVG Cert from the Department of Unemployment Assistance.pdf	pdf	623a027c94e8800009880954	03/22/2022

No documents uploaded

Massachusetts Business Identification Number: 001360413

Doing-Business-As Name: Firehouse

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	2b. EVG Farms Proposed Timeline.pdf	pdf	621929e9440815076f41265b	02/25/2022
Plan for Liability Insurance	2b. EVG Farms Plan for obtaining liability insurance.pdf	pdf	62192a7b0d00f50776268c61	02/25/2022
Business Plan	April 26 Evergreen Business Plan.pdf	pdf	62686cdc560e3c000881791f	04/26/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	3a. Plan for obtaining marijuana or marijuana products.pdf	pdf	621d28380d00f50776269543	02/28/2022
Restricting Access to age 21 and older	3b. Restricting Access to age 21 and older.pdf	pdf	621d2849440815076f412f2d	02/28/2022
Security plan	3c. Security Plan.pdf	pdf	621d285c177b01078937af23	02/28/2022
Prevention of diversion	3d. Prevention of Diversion.pdf	pdf	621d286f43c5a40747316115	02/28/2022
Storage of marijuana	3e. Storage of marijuana.pdf	pdf	621d287a7641f907553e76ec	02/28/2022
Quality control and testing	3h. Quality control and testing.pdf	pdf	621d289a6670b20768e7aa66	02/28/2022
Personnel policies including background checks	3j. Personnel policies including background checks.pdf	pdf	621d28c209efaa0768b8d603	02/28/2022
Maintaining of financial records	3l. Maintaining of financial records.pdf	pdf	621d28d532b90c07941a4c02	02/28/2022
Qualifications and training	3n. Qualifications and training.pdf	pdf	621d28ec2882b60773c1a867	02/28/2022

Energy Compliance Plan	3o. Energy Compliance Plan.pdf	pdf	621d28f40d00f50776269552	02/28/2022
Record Keeping procedures	MARCH 22 MA_Evergreen_3l. Maintaining of financial records.pdf	pdf	623a03152ff0a70007d63296	03/22/2022
Transportation of marijuana	MARCH 22 MA_Evergreen_3f. Transportation of Products Procedures .pdf	pdf	623a031b2ff0a70007d632be	03/22/2022
Dispensing procedures	April 19 MA_Evergreen_3i. Dispensing procedures UPDATED.pdf	pdf	625f09c75e5622000827e9d7	04/19/2022
Inventory procedures	April 19 MA_Evergreen_3g. Inventory procedures UPDATED.pdf	pdf	625f09dc3eefeb000a32ebe2	04/19/2022
Diversity plan	April 26 EVG Diversity Plan.pdf	pdf	62686cec4d83ec000a379625	04/26/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 7:00 PM

Tuesday From: 10:00 AM Tuesday To: 7:00 PM

Wednesday From: 10:00 AM Wednesday To: 7:00 PM

Thursday From: 10:00 AM Thursday To: 7:00 PM

Friday From: 10:00 AM Friday To: 7:00 PM

Saturday From: 10:00 AM Saturday To: 7:00 PM

Sunday From: 10:00 AM Sunday To: 7:00 PM



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:

EVG Farms, LLC

2. Name of applicant's authorized representative:

Sean Berte

3. Signature of applicant's authorized representative:

4. Name of municipality:

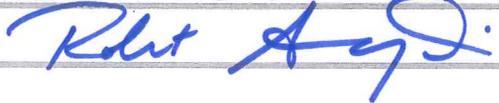
Boston

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

Robert Arcangeli



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



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).*):

robert.arcangeli@boston.gov

8. Host community agreement execution date:

September 29, 2020

Application of Intent

Plan to Comply with Local Zoning

The City of Boston has established its own requirements regarding siting of Marijuana Establishments, as defined in the *City's Ordinance Establishing the Equitable Regulation of the Cannabis Industry in the City of Boston* ("Ordinance"), as adopted in 2019, as well as the *Boston Cannabis Board Rules and Regulations*, as adopted in January 2021.

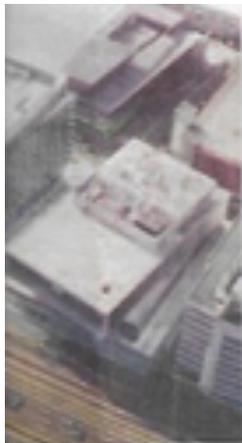
The proposed location at **883 Hyde Park Avenue in Boston** is zoned as a Local Convenience use within the Hyde Park Neighborhood; cannabis establishments are conditionally permitted in this zone.

Per the City's process, the Company expressed to the City Cannabis Board its interest in operating a licensed adult-use marijuana dispensary at the proposed site. The Company worked with the Cannabis Board and Inspectional Services Department, as well as the local community, to participate in a Community Outreach meeting, which was held within 6 months of the initial application being filed and followed all necessary requirements to satisfy the City's criteria for *Section 8-13.7* of its *Ordinance*. The Company subsequently received a Special Permit from the Zoning Board of Appeals. The Company then entered into a Host Community Agreement with the City of Boston.

Going forward, the Company will secure the appropriate permits issued by the Cannabis Board, Inspectional Services Department and, if necessary, any other department or agency of the City of Boston. All licensed premises will be made available for inspection by the Policy Department of the City of Boston and other duly authorized agents of the Cannabis Board.

The Company's CEO is responsible for ensuring ongoing compliance with all municipal codes, ordinances, and bylaws and obtaining all licenses, permits, and approvals required for the operation of our facilities. We will remain in contact with local officials to keep an open line of communication.

**COMMUNITY
OUTREACH
MEETING
ATTACHMENT A**



Life science companies away from downtown Boston.

Courtesy: Parsons

ment plant within the building for lab waste that will be monitored by the Massachusetts Water Resource Authority and will conform to biosafety level 1 and level 2 standards. The building will also be LEED Gold certified, have 122 bicycle parking spaces, will reduce its total fuel consumption by 90 percent and will lower its energy use intensity (EUI) from other comparable buildings by 20 percent.

"Sustainability and resiliency are core values for us," Ivelin said. "We are owners and operators of our projects, and we build quality because we are long-term owners."

The building will also have a publicly-accessible cafe on the ground floor, and Architect John Sullivan said the ground floor landscaping will conform to the rest of the Boston Landing precedents around the area.

One resident asked what the



Walpole

novation • \$675,000
663-8883

getting them excited about STEM is important and Boston Landing is definitely on our radar. More to come on that."

Ivelin said currently there are no companies on the hook for the building, but he said he expects them to start marketing the space

Boston Landing
Continued on page 4

KUGAN'S NORWOOD JEWELERS

For All Your Fine Jewelry Needs

1125 Washington Street, Norwood • 781-709-5470
kugansjewelers.com • kugansjewelers@gmail.com

Open Monday - Friday 10 am - 5 pm • Thursday 10 am - 5:30 pm
Saturday 10 am - 4 pm • Also by appointment

Notice of Virtual Community Outreach Meeting Regarding Adult Use Cannabis Establishment - EVG Farms LLC 883 HYDE PARK AVE, BOSTON MA

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 9th, 2021 at 6:00 pm ET via a Zoom meeting link.

The proposed Marijuana Retailer establishment is anticipated to be located at 883 Hyde Park Avenue Boston, MA. There will be an opportunity for the public to ask questions. This notice is made in compliance with 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth.



Information presented at the community outreach meeting will include but not limited to:

- The type of adult use establishment to be located at the premises;
- Background information about the operators of the intended establishment;
- Steps to be taken by adult use establishment to prevent diversion to minors;
- A plan for adult use establishment to positively impact the community
- Information adequate to demonstrate that the adult use establishment location will be maintained securely

Community members will be permitted and are encouraged to ask questions after the presentation and will receive answers from representatives of EVG Farms, LLC. If you would like to provide a comment or question before the meeting please send your comments or questions to Sean.Berts@evgfarms.com. A copy of the meeting presentation will be made available 24 hours prior to the meeting at facebook.com/EVGfarms.

Due to current guidelines for large gatherings, the meeting will be held online via a Zoom Online Meeting with closed captioning. To participate online go to:

Link: bit.ly/883hydepark
Meeting ID: 863 1174 5730
Passcode: 588218

Please also join us by using the phone number 1 929 205 6099 - Pin: 588218

A copy of this notice was sent to the Boston City Clerk, and is on file with the City of Boston City Clerk, at City Hall, located at 1 City Hall Square #500 Boston, MA 02201.

A copy of this notice was Mailed to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Written sincerely,
EVG Farms LLC
Armani White & Sean Berts

**COMMUNITY
OUTREACH
MEETING
ATTACHMENT B**

Notice of Virtual Community Outreach Meeting Regarding Adult Use Cannabis Establishment - EVG Farms LLC

RECEIVED

By City Clerk at 5:28 pm, Sep 23, 2021

883 HYDE PARK AVE, BOSTON MA

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 9th, 2021 at 6:00 pm ET via a Zoom meeting link.

The proposed Marijuana Retailer establishment is anticipated to be located at 883 Hyde Park Avenue Boston, MA. There will be an opportunity for the public to ask questions. This notice is made in compliance with 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth.



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Meeting ID: 863 1174 5730
Passcode: 588218

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Written sincerely,
EVG Farms LLC
Armani White & Sean Berte

**COMMUNITY
OUTREACH
MEETING
ATTACHMENT C**

**Notice of Virtual Community Outreach Meeting Regarding
Adult Use Cannabis Establishment - EVG Farms LLC
883 HYDE PARK AVE, BOSTON MA**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 9th, 2021 at 6:00 pm ET via a Zoom meeting link. The proposed Marijuana Retailer establishment is anticipated to be located at 883 Hyde Park Avenue Boston, MA. There will be an opportunity for the public to ask questions. This notice is made in compliance with 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth.



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**Written sincerely,
EVG Farms LLC
Armani White & Sean Berte**

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PS Form 3800, April 2015 PSN 750-02-000-9007 See Reverse for Instructions

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

0132 18
 AUG 31 2021
 Postmark Here

08/31/2021

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Holden Park, MA 02186

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Extra Services & Fees (check box, add fee to postage)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
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Postage \$0.58

Total Postage and Fees \$4.33

0132 18
 AUG 31 2021
 Postmark Here

08/31/2021

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Westwood, MA 02090

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Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to postage)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

0132 18
 AUG 31 2021
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08/31/2021

Sent to _____
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Holden Park, MA 02186

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to postage)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

0132 18
 AUG 31 2021
 Postmark Here

08/31/2021

Sent to _____
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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Holden Park, MA 02186

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to postage)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

0132 18
 AUG 31 2021
 Postmark Here

08/31/2021

Sent to _____
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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Holden Park, MA 02186

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to postage)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

0132 18
 AUG 31 2021
 Postmark Here

08/31/2021

Sent to _____
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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Hide Postmark: MA 02134

OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	AUG 31 2021 Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	08/31/2021
Total Postage and Fees	\$4.33	

Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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Hide Postmark: MA 02134

OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	AUG 31 2021 Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	08/31/2021
Total Postage and Fees	\$4.33	

Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	AUG 31 2021 Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	08/31/2021
Total Postage and Fees	\$4.33	

Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

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Hide Postmark: MA 02134

OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	AUG 31 2021 Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	08/31/2021
Total Postage and Fees	\$4.33	

Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

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OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	AUG 31 2021 Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	08/31/2021
Total Postage and Fees	\$4.33	

Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

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OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	AUG 31 2021 Postmark Here
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	08/31/2021
Total Postage and Fees	\$4.33	

Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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OFFICIAL USE
Dorchester Center, MA 02124

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE
Dorchester Center, MA 02124

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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OFFICIAL USE
Hyde Park, MA 02156

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE
Hyde Park, MA 02156

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE
Hyde Park, MA 02156

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Hyde Park, MA 02156

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$4.33	

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

780241 9642 3026

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2013 PSN 750-02-000-907 See Reverse for Instructions

0132 18
 AUG 31 2021
 WILMINGTON POST OFFICE MA 01818
 Postmark Here
 1055

U.S. Postal Service™
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OFFICIAL USE

7020 1290 0001 9642 3026

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2013 PSN 750-02-000-907 See Reverse for Instructions

0132 18
 AUG 31 2021
 HYDE PARK MA 02136
 Postmark Here
 1055

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

5196 4696 1000 0427 0207

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2013 PSN 750-02-000-907 See Reverse for Instructions

0132 18
 AUG 31 2021
 WILMINGTON POST OFFICE MA 01818
 Postmark Here
 1055

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OFFICIAL USE

7020 1290 0001 9639 5967

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2013 PSN 750-02-000-907 See Reverse for Instructions

0132 18
 AUG 31 2021
 WILMINGTON POST OFFICE MA 01818
 Postmark Here
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OFFICIAL USE

1456 2496 1000 0427 0207

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2013 PSN 750-02-000-907 See Reverse for Instructions

0132 18
 AUG 31 2021
 WILMINGTON POST OFFICE MA 01818
 Postmark Here
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OFFICIAL USE

7020 1290 0001 9642 3042

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To _____

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2013 PSN 750-02-000-907 See Reverse for Instructions

0132 18
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Head Post Office 02126

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

0132 18
WEST ROXBURY POST OFFICE MA 01515
AUG 31 2021
Postmark Here

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Head Post Office 02126

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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AUG 31 2021
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Head Post Office 02126

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

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Head Post Office 02126

OFFICIAL USE

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

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PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

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AUG 31 2021
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Head Post Office 02126

OFFICIAL USE

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

0132 18
WEST ROXBURY POST OFFICE MA 01515
AUG 31 2021
Postmark Here

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Head Post Office 02126

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 750-02-000-9047 See Reverse for Instructions

0132 18
WEST ROXBURY POST OFFICE MA 01515
AUG 31 2021
Postmark Here

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Westford MA 02090

OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	<input type="checkbox"/> Return Receipt (hardcopy) \$ 0.00 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00 <input type="checkbox"/> Adult Signature Required \$ 0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00
Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To		
Street and Apt. No., or PO Box No.		

City, State, ZIP+4®

PS Form 3800, April 2013 PSN 7530-02-000-9007 See Reverse for Instructions

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Hartford CT 06191

OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	<input type="checkbox"/> Return Receipt (hardcopy) \$ 0.00 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00 <input type="checkbox"/> Adult Signature Required \$ 0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00
Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To		
Street and Apt. No., or PO Box No.		

City, State, ZIP+4®

PS Form 3800, April 2013 PSN 7530-02-000-9007 See Reverse for Instructions

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Hyde Park MA 02134

OFFICIAL USE

Certified Mail Fee	\$3.75	0132 18
Extra Services & Fees (check box, add fee)	\$0.00	<input type="checkbox"/> Return Receipt (hardcopy) \$ 0.00 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00 <input type="checkbox"/> Adult Signature Required \$ 0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00
Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To		
Street and Apt. No., or PO Box No.		

City, State, ZIP+4®

PS Form 3800, April 2013 PSN 7530-02-000-9007 See Reverse for Instructions

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Hyde Park MA 02134

OFFICIAL USE

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Extra Services & Fees (check box, add fee)	\$0.00	<input type="checkbox"/> Return Receipt (hardcopy) \$ 0.00 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$ 0.00 <input type="checkbox"/> Adult Signature Required \$ 0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$ 0.00
Postage	\$0.58	
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Postage	\$0.58	
Total Postage and Fees	\$4.33	
Sent To		
Street and Apt. No., or PO Box No.		

City, State, ZIP+4®

PS Form 3800, April 2013 PSN 7530-02-000-9007 See Reverse for Instructions

7020 1290 0001 9642 3196

7020 1290 0001 9642 3196



WEST ROXBURY
1834 CENTRE ST
WEST ROXBURY, MA 02132-1901
(800)275-8777

08/31/2021 09:11 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.58
Phoenix, AZ 85018 Weight: 0 lb 0.40 oz Estimated Delivery Date Sat 09/04/2021 Certified Mail® Tracking #: 70201290000196396018			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Boston, MA 02201 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196379615			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Boston, MA 02116 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196395967			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Hyde Park, MA 02136 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196395974			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58

Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Westwood, MA 02090 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196395981			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Roslindale, MA 02131 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196395998			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Hyde Park, MA 02136 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196396001			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Hyde Park, MA 02136 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196394656			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Hyde Park, MA 02136 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/03/2021 Certified Mail® Tracking #: 70201290000196394663			\$3.75
Total			\$4.33
First-Class Mail® Letter	1		\$0.58
Hyde Park, MA 02136			

Fri 09/03/2021
 Certified Mail® 1 \$3.75
 Tracking #: 70201290000196394663
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423011
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423028
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 New Town, MA 02456
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423035
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423042
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423059
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423066
 Total \$4.33

First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423059
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423066
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Dorchester Center, MA 02124
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423073
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 West Roxbury, MA 02132
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423080
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Dorchester, MA 02121
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423097
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196422103
 Total \$4.33
 First-Class Mail® 1 \$0.58
 Letter
 Dedham, MA 02026
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196422110
 Total \$4.33

First-Class Mail® 1	\$0.58
Letter	
Dedham, MA 02026	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423110	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423127	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423134	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423141	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423158	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423165	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423172	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423189	
Total	\$4.33

Total	\$4.33
70201290000196423189	
First-Class Mail® 1	\$0.58
Letter	
Westwood, MA 02090	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423196	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.90 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423202	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Westwood, MA 02090	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423219	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423226	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423233	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Westwood, MA 02090	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423240	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	
Certified Mail®	\$3.75
Tracking #:	
70201290000196423257	
Total	\$4.33
First-Class Mail® 1	\$0.58
Letter	
Hyde Park, MA 02136	
Weight: 0 lb 0.40 oz	
Estimated Delivery Date	
Fri 09/03/2021	

Tracking #: 70201290000196423257
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423264
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423271
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423288
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423295
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423300
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Westwood, MA 02090
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423325
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021

First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423332
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Westwood, MA 02090
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423349
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Westwood, MA 02090
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423376
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Westwood, MA 02090
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423393
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423370
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423387
 Total \$4.30
 First-Class Mail® 1 \$0.58
 Letter
 Hyde Park, MA 02136
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 09/03/2021
 Certified Mail® \$3.75
 Tracking #: 70201290000196423394
 Total \$4.30
 Grand Total: \$207.84
 Debit Card Receipted
 Card Name: MasterCard
 Account #: XXXXXXXXXXXXXXX
 Approval #: 888427
 Transaction #: 060
 Receipt #: 052819
 Debit Card Purchase: \$207.84
 ACH: XXXXXXXXXXXXXXX
 All Debit
 PIN: Certified

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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): 09/09/2021
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: 08/26/2021

b. Name of publication: Hyde Park Bulletin

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: 08/23/2021

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: 08/31/2021

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

EVG Farms, LLC

Name of applicant's authorized representative:

Sean Berte

Signature of applicant's authorized representative:



Plan to Comply with Administrative Order Allowing Virtual Web-Based Community Outreach Meetings

Applicant: EVG Farms LLC

Virtual Meeting Held: September 9, 2021

Number of Participants: 8

Meeting Recording:

<https://www.dropbox.com/scl/fo/jj43bvrnwwgie8dch83zf/h?dl=0&preview=EVG+Farms+Virtual+Community+Meeting+recording.mp4&rlkey=vulhrlehaqgt9twdcd09co14q>

Meeting Transcript:

<https://www.dropbox.com/scl/fo/jj43bvrnwwgie8dch83zf/h?dl=0&preview=ClosedcaptionSept9th.txt&rlkey=vulhrlehaqgt9twdcd09co14q>

Meeting Powerpoint Presentation:

https://www.scribd.com/document/523899181/Evergreen-Community-Meeting-Presentation-2021?fbclid=IwAR3g1X2V6Q3UZ3r42-jRSM23pci_EtjibHo1ExOZ_O_YDkBPpa9uWKAQ0Ko

Application of Intent

Plan to Positively Impact Areas of Disproportionate Impact

Overview

EVG Farms LLC has always been a mission driven business, committed to helping heal the harm caused by the War on Drugs and its disproportionate impact on communities of color. We are dedicated to serving and supporting the areas around our business in Hyde Park, particularly the census designated areas classified as areas of disproportionate impact as determined by the Commission's Guidance for Identifying Areas of Disproportionate Impact. These areas include Boston census tracts 1102.01, 1010.01, 1011.02, 9811.

EVG Farms founders are marijuana advocates who believe cannabis businesses have an obligation to support the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to cannabis crimes. It is our intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing society's perception of those associated with cannabis use.

Communities for Planned Positive Impact

In compliance with the Commission's interpretation of 935 CMR 500.101(1)(a), we plan to positively impact the following communities:

- Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact.
- Massachusetts residents who have past drug convictions.
- Commission-designated Certified Economic Empowerment Priority recipients.
- Commission-designated Social Equity Program participants

Positive Impact Plan Goals

1. Increase the percentage of employees who reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact, or who have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise, to at least 40% in 2 years and 50% in 5 years.
2. Purchase at least 40% in 2 years, and 50% in 5 years, of wholesale product from Certified Economic Empowerment operators (cultivators, processors, manufacturers).

Positive Impact Plan Programs

Our General Manager will administer the *Plan to Positively Impact Areas of Disproportionate Impact* (the "Plan"). The General Manager will be responsible for developing measurable outcomes and ensuring we continue to meet our commitment to provide support and make positive contributions to areas of disproportionate impact.

Our plans for specific programming include the following:

- In order to ensure local residents of the areas of disproportionate impact around Hyde Park are notified of openings, each time a position becomes available, we will take the following four steps. We will also establish a quarterly reminder to ensure that we are complying with the following steps on an as needed basis.
 - Send a copy of the job posting and application form to the Community Pipeline for Good Jobs organized by Action for Equity for distribution to various employment and training agencies in the area. The Community Pipeline for Good Jobs exists to help create a pipeline of good jobs for diverse, Black and Brown residents of Boston.
 - Post job listings in local diverse publications such as the Baystate Banner (<https://www.baystatebanner.com/>) and The Bulletin (<https://bulletinnewspapers.weebly.com/>). We will post job listings each time a position becomes available, on an as needed basis, with a quarterly reminder.
 - Create an email list where individuals can self identify themselves as residents of areas of disproportionate impact (by providing their zipcode), and/or individuals who have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise (through a yes or no question), who are interested in receiving notifications each time a position becomes available in our establishment.
- In order to ensure that we can conduct business with Certified Economic Empowerment operators, we will ask suppliers to voluntarily self identify themselves in our contact list through a yes or no question. We will ensure that our contact list is up to date by reviewing it on a biannual basis.

Measurement and Accountability

In order to ensure that we are both meeting our community impact goals and ascertaining that the goals are having the desired impact, we will take the following measurement and accountability steps:

- Management will meet at least twice annually to assess the following:
 - The list of career centers, organizations, and publications that we send job listings to, and determine if we can add to it.
 - The content of our job listings, to see if it can be improved
 - The click rates of our email list
 - The number of employees and recent hires who reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact, or who have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise
 - The supplier contact list and the number of Certified Economic Empowerment operators that we have contracted with.

The assessment will also include a remediation plan to meet the goals if the are not on track to meet them by the specified time period; or if we have met the goal early, determine if the goals need to be increased.

Acknowledgments

We will adhere to the requirements set forth in 935 CMR 500.105(4), which governs the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken or programs instituted by our Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. EVG Farms LLC acknowledges that the progress or success of its plan must be documented upon renewal, one year from provisional licensure and each year thereafter.



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Resident Agent/Resident Office

(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: EVG FARMS, LLC

Current resident agent name: CT CORPORATION SYSTEM

Current resident agent office address: 155 FEDERAL STREET SUITE 700, BOSTON, MA 02110

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:

(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: SEAN BERTE
No. and Street: 31 ALDRICH STREET
City or Town: BOSTON State: MA Zip: 02131 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:

I, SEAN BERTE, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of August, 2020,
SEAN BERTE, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

August 04, 2020 02:36 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001360413

1. The exact name of the limited liability company is: EVG FARMS, LLC

2a. Location of its principal office:

No. and Street: 31 ALDRICH STREET
 City or Town: BOSTON State: MA Zip: 02131 Country: USA

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

No. and Street: 31 ALDRICH STREET
 City or Town: BOSTON State: MA Zip: 02131 Country: USA

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

PRODUCING, ACQUIRING AND DISTRIBUTING MEDICAL AND WELLNESS SUPPLIES AND SERVICES AND ENGAGING IN ANY OTHER BUSINESS ACTIVITY RELATED THERETO; AND CONDUCTING ANY OTHER LAWFUL BUSINESS ACTIVITY PERMISSIBLE UNDER MASSACHUSETTS GENERAL LAWS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CT CORPORATION SYSTEM
 No. and Street: 155 FEDERAL STREET
SUITE 700
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SEAN BERTE	31 ALDRICH STREET BOSTON, MA 02131 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	AMANI WHITE	31 ALDRICH STREET BOSTON, MA 02131 USA
SOC SIGNATORY	JILLIAN DOMENICI	31 ALDRICH STREET BOSTON, MA 02131 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SEAN BERTE	31 ALDRICH STREET BOSTON, MA 02131 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of December, 2018,
LEIGH ANN CLIFFORD

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 28, 2018 11:33 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EVG FARMS LLC

AMENDED AND RESTATED OPERATING AGREEMENT

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) of EVG FARMS, LLC, a Massachusetts limited liability company (the “Company”), dated as of Feb 21nd 2022, is hereby adopted and ratified by the Members Identified herein, (each a “Member”).

In consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** The following defined terms as used in this Agreement shall, unless otherwise defined herein, each have the meaning set forth in this Section 1.

“Capital Contribution” means the total amount of cash, property and/or services contributed to the Company by all the Members or any one Member, as the case may be.

“Code” means the Internal Revenue Code of 1986, as now in effect and as hereafter amended.

“Distributable Funds” means the excess, from time to time, of the Company’s cash on hand over the current needs of its business, including for operating expenditures, capital reserves, and repayment of Company debt (including repayment of any loans from Members), that is available for distribution to Members in compliance with the LLC Act.

“Individual Principal” means a Member that is an individual or, with regard to a Member that is a Person other than an individual, the individual who controls the majority of the voting interests of the Member or otherwise has the power or authority, whether through agreement or otherwise, to direct the affairs of such Member.

“LLC Act” means the Massachusetts Limited Liability Company Act, as it may be amended from time to time, and any successor thereto.

“Initial Member” means the initial Member(s) of the LLC on the date of the Operating Agreement.

“Member” means each of the Members and any additional members of the Company admitted as members of the Company pursuant to the terms of this Agreement.

“Membership Interest” means the interest of such Member in the Company at such time, measured as a percentage of the interest of all Members in the Company. Such interest includes, without limitation, (a) the right of a Member to receive allocations of income, and other distributions of revenues, allocations of income and loss, and distributions of liquidation proceeds under this Agreement, (b) any management rights, voting rights, or rights to consent

and (c) any other rights to which a Member is entitled pursuant to the LLC Act and that are lawfully not in conflict with this Agreement.

“Net Income or Net Losses” means for any fiscal year (or portion thereof) the net income or net loss of the Company determined in accordance with the same principles as employed in determining the Members’ aggregate taxable income or loss for U.S. federal income tax purposes taking into account the full amount of any recognized gains or losses. For purposes of this computation, taxable income or loss shall include every item requiring separate computation under Section 702(a) of the Code and shall include any items not deductible for tax purposes and not includible in income or loss for tax purposes.

“Person” means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrations, legal representatives, successors and assigns of such person as the context may require.

“Treasury Regulations” means the regulations promulgated by the U.S. Treasury Department pursuant to the Code, as amended.

2. Organization

2.1. **Formation.** The Company has been formed as a Massachusetts limited liability company under and pursuant to the LLC Act by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts. In the event of a conflict between the terms of this Agreement and the Certificate of Organization, the terms of the Certificate of Organization shall prevail.

2.2. **Name.** The name of the Company is EVG FARMS LLC.

2.3. **Purposes.** The purposes for which the Company is formed and operated are to engage in any lawful act or activity for which limited liability companies may be organized under the LLC Act. The Company may enter into all contracts or agreements and do all things necessary or appropriate to the accomplishment of the foregoing purposes and the conduct or promotion of such purposes.

2.4. **Duration.** The Company shall continue in existence until the Company is dissolved and its affairs wound up in accordance with the LLC Act or this Agreement.

2.5. **Office.** The principal office of the Company shall be 467 Bay Street, Taunton, Massachusetts or at such other place as the Members may determine from time to time.

2.6. **Ratifications.** The Members hereby ratify all actions taken heretofore by the Managing Member (as defined below) in respect of the Company and the business of the Company, including, but not limited to, the formation of the Company, the opening of bank accounts of the Company, retention of legal counsel for the Company, and entry into an Agreement for the Sale of Membership Interest in EVG FARMS, LLC.

3. Capital Structure; Members; Liability

3.1. Capital Structure. The capital structure of the Company shall initially consist of one class of Membership Interest.

3.2. Schedule of Members. The name, Capital Contributions and Membership Interests of the Members of the Company are listed on Schedule I to this Agreement. Schedule I shall be amended from time to time by the Company to reflect any changes therein.

3.3. Limitation on Liability. No Member shall be liable under a judgment, decree or order of any court, or in any other manner, for a debt, obligation or liability of the Company, except as provided by law or as specifically provided otherwise herein.

3.4. Business Transactions Involving a Member or Affiliate of a Member. A Member or its affiliate may lend money to, provide services to, and transact other business with, the Company and shall have the same rights and obligations with respect to such matters as a Person who is not a Member or an affiliate of a Member.

4. Capital Accounts

4.1. Capital Accounts

(a) The Company shall establish and maintain a capital account for each Member in accordance with this Section 4.1 (“Capital Account”).

(b) Each Member’s Capital Account shall be (i) increased by the fair market value of the Capital Contributions of such Member, any Net Income and other items of income or gain allocated to such Member and (ii) decreased by the amount of cash and fair market value (on the date of distribution) of any other Company property distributed to such Member, any Net Losses and other items of loss or deduction allocated to such Member.

(c) Capital Accounts shall be maintained at all times in accordance with Section 704 of the Code and applicable Treasury Regulations thereunder, and the provisions of this Agreement relating to the Capital Accounts shall be interpreted in a manner consistent therewith. If the manner in which the Company is to maintain the Capital Accounts pursuant to this Section 4.1 is required to be modified to comply with the requirements of Section 704(b) of the Code and the applicable Treasury Regulations thereunder, then, notwithstanding anything to the contrary contained in this Section 4.1, the Company may alter the manner in which Capital Accounts are maintained, and the Members shall amend this Agreement to reflect any such modification; provided, however, that any such modification may not materially alter the economic agreement among the Members.

4.2. Return of Capital Contributions. Except as otherwise provided herein or in the LLC Act, no Member shall have the right to withdraw, or receive any return of, all or any portion of such Member’s Capital Contribution.

4.3. Interest. No interest shall be paid by the Company on Capital Contributions or on balances in Capital Accounts.

4.4. Loans From Members. Loans by a Member to the Company shall not be considered Capital Contributions. If any Member shall advance funds to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company, the making of such advances shall not result in any increase in the amount of the Capital Account of such Member. The amounts of any such advances shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company assets in accordance with the terms and conditions upon which such advances are made. Loans by a Member may bear interest. The repayment of loans from a Member to the Company upon liquidation shall be subject to the order of priority set forth in Section 9.4.

4.5. Additional Capital Contributions/Offerings.

(a) No Member shall be required to make any Capital Contributions to the Company in addition to such Member's initial Capital Contribution, if any.

(b) If the Company determines pursuant to Section 6.3(b) that the Company's current operations and/or future business prospects requires the Company to raise additional capital, the additional capital shall be raised from the following sources:

(i) First, in the event that the Members are able to raise the total required additional capital, then from additional Capital Contributions by each of the Members in a proportion equal to their then existing respective Membership Interests;

(ii) Second, in the event that the total required additional capital is not raised pursuant to Section 4.5(b)(i), then from additional Capital Contributions by the Members in any proportion subject to any participating Member's right to request that such Member's participation is in a proportion not less than the proportion of such Member's Membership Interest relative to the Membership Interests of other participating Members; and

(iii) Third, in the event that the total required additional capital is not raised pursuant to Sections 4.5(b)(i) and 4.5(b)(ii), then from third-party sources, including loans from Members, upon terms and conditions as determined by the Company pursuant to Section 6.3(b);

5. Allocations And Distributions

5.1. Allocations and Distributions. Subject to the provisions of Section 5.4, the Company shall make allocations and distributions as set forth in this Section 5.

5.2. Allocations of Net Income and Net Losses. Net Income and Net Losses for each fiscal year shall be allocated to the Members in proportion to their respective Membership Interests.

5.3. Distributions of Distributable Funds.

(a) The Company shall cause Distributable Funds to be distributed in cash to the Members on a yearly basis in arrears, or at such other times as shall be determined by the Company pursuant to Section 6.3(c).

(b) Notwithstanding Section 5.3(a), the Members intend that, to the extent feasible in light of the business needs of the Company, a minimum distribution will be made to each Member at the end of each calendar year (or quarterly, if necessary) in an amount sufficient to permit each Member to pay tax, calculated at the highest combined federal, state and local tax rate applicable to any Member on each Member's allocable share of the amount of the Company's taxable income for such year. Any amounts distributed pursuant to this Section 5.3(b) shall be considered an advance against any distributions payable pursuant to Section 5.3(a).

(c) The Company shall not make any distributions to the Members if: (i) after giving effect to the distribution, all liabilities of the Company (other than liabilities to Members with respect to their Membership Interests and liabilities for which the recourse of creditors is limited to specified property of the Company) would exceed the fair market value of all interests, properties and rights owned by the Company (net of any liabilities to which such Company interests, properties and rights might be subject); (ii) the Company would be required to borrow funds for such distributions; or (iii) after giving effect to the distribution, the Company would be unable to pay its debts as they become due.

5.4. Regulatory Allocations. Section 704 of the Code and the Treasury Regulations issued thereunder, including the provisions of such Treasury Regulations addressing qualified income offset provisions, minimum gain chargeback requirements and allocations of deductions attributable to non-recourse debt and partner non-recourse debt, are hereby incorporated by reference. If, as a result of the provisions of Section 704 of the Code and such Treasury Regulations, items of income, gain, deduction or loss are allocated to the Members in a manner that is inconsistent with the manner in which they intend to divide such items as reflected in Section 5.1, to the extent permitted under such Treasury Regulations, items of future income and loss shall be allocated among the Members so as to prevent such allocations from distorting the manner in which the net amounts of income, gain, deduction and loss will be divided among the Members pursuant to this Agreement.

5.5. Allocations for Tax Purposes. Except as otherwise provided herein, all items of Company income, gain, deduction and loss for income tax purposes shall be allocated among the Members in the same proportion as they share in the Net Income and Net Losses and other items of income, gain, deduction or loss allocated pursuant to Section 5.2. Any credits against income tax shall be allocated in accordance with Treasury Regulations § 1.704-1(b)(4)(ii).

5.6. Other Allocation Rules. Income, gain, loss and deductions of the Company shall, solely for income tax purposes, be allocated among the Members in accordance with Code Section 704(c) and the Treasury Regulations thereunder, including taking into account any difference between the adjusted basis of the assets of the Company for federal income tax

purposes and their respective fair market values at time of contribution. Any allocations required by Code Section 704(c) shall be made using the traditional method described in Regulation §1.704-3(b).

6. Management

6.1. Managing Member.

(a) **Management.** The day-to-day administrative business and affairs of the Company shall be managed by one or more managing Members (the “Managing Members”). The Managing Members of the Company shall be Sean Berte and Armani White as evidenced in Schedule II infra. Subject to Section 6.3 and other terms of this Agreement and the LLC Act expressly reserving action of the Company to the vote of the Members, the Managing Member shall direct the business of the Company, including, but not limited to, hiring and firing of part-time seasonal or per-event employees, executing and delivering ordinary course agreements for the Company, transacting business with vendors and suppliers of the Company, and representing the Company in ordinary course business, banking, insurance negotiations and transactions. Should the Managing Member resign or die, the Managing Member shall be the remaining Member(s) by appointment, if any then exist.

(b) **Standard of Care; Liability.** Subject to Section 6.8, the Managing Member shall discharge his duties in accordance with this Agreement and pursuant to applicable law, **provided** that the Managing Member shall not be liable for any monetary damages to the Company for any breach of such duties except (i) for acts that were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated or (ii) if Managing Member personally gained a financial profit or other advantage to which the Managing Member was not legally entitled.

6.2. Members.

(a) **Management.** No Member other than the Managing Member may act for or bind the Company or participate in the general management, conduct or control of the Company’s business or affairs except as expressly provided otherwise in this Agreement or required by the LLC Act.

(b) **Meetings.** The Members, in their capacities as Members, may meet at a time and place mutually agreed upon to vote on any matters for which a Member vote is required pursuant to this Agreement or the LLC Act.

(c) **Action by Written Consent Without a Meeting.** Any action that may be taken at a meeting of the Members may be taken without a meeting if such consent is in writing and sets forth the action so taken and all Members execute such consent in writing. Signatures delivered via facsimile or in electronic form shall be acceptable for this purpose.

6.3. Major Decisions. Notwithstanding anything in this Agreement to the contrary, including Sections 6.1 and 6.2, the Company shall not, and the Managing Member or any

Member shall not cause the Company to do any of the following, without, in each instance, obtaining the consent of Members holding two-thirds (2/3) of the Membership Interests of the Company:

- (a) approval of the Company's annual budget and business plan (the "Company Budget");
- (b) determination that the Company's current operations and/or future business prospects requires the Company to raise additional capital, the amount of such required additional capital, and the manner in which such required additional capital is to be financed pursuant to Section 4.5(b)(iii);
- (c) determination of distribution of Distributable Funds;
- (d) the sale of all or substantially all of the assets of the Company;
- (e) the issuance by the Company of any Membership Interests or other equity in the Company;
- (f) the Company's entry into any business combination or joint venture;
- (g) the removal and replacement of the Managing Member;
- (h) the delegation to any Person of any of the material functions of the Managing Member;
- (i) acquisition of any equity interest in another Person;
- (j) the purchase, construction or other acquisition of any capital asset or investment, the purchase price or value of which will exceed \$5,000 and that is not specifically described in the Company Budget;
- (k) the sale, exchange or other disposition of any real property, capital asset or investment not specifically described in the Company Budget;
- (l) the entry into any agreement or series of related agreements, including any agreement to borrow money, that, either individually or collectively, (i) creates a monetary obligation greater than \$1,000; (ii) grants a mortgage on, a security interest in, a pledge or otherwise encumbers, any material asset of the Company or (iii) has a term in excess of twelve months;
- (m) the hiring or termination of employment, and determination of the terms of employment, of any permanent, full-time employee of the Company;
- (n) any assignment for the benefit of creditors of the Company, the filing of a voluntary petition in bankruptcy, or the appointment of a receiver for the Company; and

(o) any other transaction not in the ordinary course of the Company's business and not otherwise contemplated in this Section 6.3 and/or the Company Budget.

6.4. Records Required by LLC Act; Right of Inspection. The Company shall maintain in its principal office all records required to be kept pursuant to the LLC Act. On written request, a Member may examine and copy in person, at any reasonable time, for any proper purpose reasonably related to such Member's interest as a Member of the Company, and at the Member's expense, records required to be maintained under the LLC Act.

6.5. Books and Records of Account. The Company shall maintain adequate books and records of account on a basis consistent with appropriate provisions of the Code.

6.6. Fiscal Year. The Company's fiscal year shall end on December 31 of each calendar year.

6.7. Company Liabilities. No Member shall have any liability for the return of the Members' Capital Contributions. All liabilities of the Company, including without limitation indemnity obligations under Section 7.1, shall be liabilities of the Company as an entity, and will be paid or satisfied from Company assets. Subject to separately executed guarantees of Company indebtedness, if any, no liability of the Company will be payable in whole or in part by any Member or by any partner, shareholder, director, officer, member, manager, agent or advisor of any Member.

6.8. Other Activities of the Members. The Members may, notwithstanding this Agreement, engage in whatever activities they choose, without having or incurring any obligation to offer any interest in such activities to the Company or any Member and neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or its owners from engaging in such activities, or require any Member or its owners to permit the Company or any Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

6.9. Tax Matters Member. Armani White is hereby designated the "tax matters partner" ("TMP") as required under § 6231 of the Code. The TMP shall notify the Members if any tax return or report of the Company is audited or if any adjustments are proposed by any governmental body within three (3) days of the TMP's notification of such audit or adjustment. In addition, the TMP shall furnish to the Members all notices concerning administrative or judicial proceedings relating to federal income tax matters as required under the Code within three (3) days of the TMP's receipt of such notice. During the pendency of any such administrative or judicial proceeding, the TMP shall furnish to the Members periodic reports, not less often than monthly, concerning the status of any such proceeding.

6.10. Tax Status. The Members agree to shall re-classify as a partnership for income tax purposes. Therefore, any should there be any increase in the number of Members, any provision hereof to the contrary notwithstanding, solely for income tax purposes, each of the Members hereby recognizes that the Company, so long as it has at least two (2) Members, shall be subject

to all provisions of subchapter K of Chapter 1 of Subtitle A of the Code and any comparable state or local income tax provisions. Neither the Company nor any Member may file an election to classify the Company as an association taxable as a corporation for income tax purposes.

7. Indemnification

7.1. Indemnification and Advancement of Expenses.

(a) The Company shall indemnify any Person (or the successors or heirs of such Person) made or threatened to be made a party to, or called as a witness or asked to submit information in, any action or proceeding, whether civil, criminal, judicial, legislative, administrative or investigative, including an action by or in the right of the Company to procure a judgment in its favor, by reason of the fact that such Person is or was a Member, the Managing Member, officer, employee, representative or agent of the Company against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred in connection with such action or proceeding, or in connection with an appeal therein; provided, however, that no such indemnification shall be made to such Person if a judgment or other final adjudication adverse to such Person establishes that (i) the acts of such Person were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) such Person personally gained in fact a financial profit or other advantage to which such Person was not legally entitled; and provided, further, however, that no such indemnification shall be required with respect to any settlement or other non-adjudicated disposition of any threatened or pending action or proceeding unless the Company has given its prior written consent to such settlement or other disposition.

(b) The Company may indemnify any other Person to whom the Company is permitted to provide indemnification or the advancement of expenses by applicable law.

(c) The Company shall, upon request, advance to any Person entitled to indemnification under this Section 7.1, or promptly reimburse any such Person for, all expenses, including attorneys' fees, reasonably incurred in defending any action or proceeding in advance of the final disposition of such action or proceeding upon receipt of a written undertaking by or on behalf of such Person to repay such amount as, and to the extent that, the Person receiving such advance is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced or reimbursed by the Company exceed the indemnification to which such Person is entitled; provided, however, that such Person shall cooperate in good faith with any request by the Company that common counsel be utilized by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to actual or potential differing interests between or among such parties.

(d) The indemnification of any Person provided by this Section 7.1 shall continue after such Person has ceased to be a Member, Managing Member, officer, employee, representative or agent of the Company and shall inure to the benefit of such Person's heirs, executors, administrators and legal representatives.

(e) For purposes of this Section 7.1, the term “Company” shall include any legal successor to the Company, including any company, which acquires all or substantially all of the assets of the Company in one or more transactions.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 7.1 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, rule, regulation or agreement.

7.2. Limit on Liability of Members. The indemnification set forth in Section 7.1 shall in no event cause the Members to incur any personal liability beyond the positive balance, if any, of their then-existing Capital Account, nor shall it result in any liability of any Member to any third party.

8. Transfers Of Interests

8.1. Transfer; Assignment. Except as maintained in the Business Purchase Agreement of even date, the terms of which are incorporated herein and to which this Section 8 is subject to, a Member may not sell, transfer, assign, pledge or otherwise dispose of or encumber such Member’s Membership Interest, in whole or in part, except in the event of the death of one of Principal Individual and in accordance with the provisions herein, (each a “Transfer”) (y) without (i) complying with the applicable terms and provisions of this Section 8 or (ii) the unanimous written consent of the Members.

8.2. Dispositions Not in Compliance Void. Any attempted Transfer of a Member’s Membership Interest or any part thereof not in compliance with this Section 8 shall be null and void *ab initio* and of no force whatsoever.

8.3. Rights of Transferees. Subject to Section 8.4, a transferee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. A permitted transferee shall acquire only the economic interest of the transferring Member and shall be entitled to receive the distributions and allocations of profits and losses to which the transferring Member would be entitled.

8.4. Admission of Transferee as Substitute Member. A transferee may be admitted as a substitute Member having the rights of the transferring Member in and to such Member’s Membership Interest only upon agreeing to be bound by the terms of this Agreement as restated and amended in contemplation of such transaction. If so admitted, the substitute Member shall have all the rights and powers and shall be subject to all the restrictions and liabilities of the Member originally transferring the Membership Interest. If not so admitted, the substitute transferee shall have the right only to receive distributions of revenues, allocations of income and loss and distributions of liquidation proceeds of the transferring Member as required under the LLC Act. The admission of a substitute Member, without more, shall not release the Member originally transferring the Membership Interest from any liability to the Company that may have existed prior to approval of the Transfer.

8.5. Termination of the Company. No Transfer of Membership Interests may be made: (i) if such Transfer, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code; (ii) without an opinion of counsel satisfactory to the Managing Member that such Transfer is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws (which opinion may be waived by the Managing Member in its discretion); (iii) unless and until the Company receives from the transferee the information that the Managing Member may reasonably require and an agreement of the transferee to be bound by all the terms and conditions of this Agreement; and (iv) unless and until the Company receives from the transferring Member an agreement to pay all expenses of the Company (including reasonable attorneys' fees) incurred in connection with such Transfer.

8.6. Right of First Offer.

(a) Each time a Member (a "Transferring Member") proposes to Transfer any Membership Interests, such Transferring Member shall first offer such Membership Interests to the other Members, in accordance with the provisions of this Section 8.6.

(b) The Transferring Member shall first deliver a written notice (the "Transfer Notice") to the other Members stating (i) the Membership Interests such Member desires to transfer (the "Subject Interest") and (ii) the purchase price and terms of payment for which the Transferring Member proposes to transfer such Subject Interest.

(c) Within thirty (30) days after receipt of the Transfer Notice (the "Notice Period"), each of the Members shall have the right to purchase their proportionate share of the Subject Interest at the purchase price and on the terms set forth in the Transfer Notice by delivering a notice to the Transferring Member within the Notice Period (the "Reply Notice"), which Reply Notice may also specify the additional portion of the Subject Interest in excess of a Member's respective proportionate share that such Member would be willing to purchase if not all Members elect to purchase their proportionate share. The failure of a Member to submit a Reply Notice within the Notice Period shall constitute an election not to purchase any of the Subject Interest. If the other Members have not offered to purchase all of the Subject Interest being so transferred, then the remainder of the Subject Interest shall be allocated among the Members who have offered to purchase an additional portion of the Subject Interest in excess of their proportionate share (based upon such Members' respective proportionate shares up to the amount that each such Member has agreed to purchase).

(d) The purchase by the other Members of any of the Subject Interest shall close at a mutually agreed upon place within forty-five (45) days after the expiration of the Notice Period, at the price and on the terms of payment designated in the Transfer Notice. At the

closing, the Transferring Member shall deliver to the purchasing Member(s) an applicable instrument of transfer conveying the Membership Interests being transferred.

(e) In the event that the other Members elect in the aggregate not to purchase all of the Subject Interests, then the Transferring Member may Transfer all of the Subject Interests to a third party transferee, provided such Transfer (i) is completed within ninety (90) days after the expiration of the Notice Period, (ii) is for a price no less than that designated in the Transfer Notice, and (iii) the requirements of this Section 8 are met. If such Subject Interests are not so transferred, then the Transferring Member must first comply with the provisions of this Section 8.6 again prior to any subsequent Transfer of such Subject Interests.

8.7. Drag Along Rights.

(a) Subject and subordinate to compliance with Section 8.6, if the Subject Interests are all of the Transferring Member's Membership Interests and more than 50% of the aggregate outstanding Membership Interests of the Company, then the Transferring Member may, by notice set forth in the Transfer Notice, require the other Members to Transfer all of their Membership Interests to the proposed purchaser in accordance with this Section 8.7 (a "Drag-Along Sale"). Without limiting the foregoing, if the Drag-Along Sale is structured as a merger or consolidation or a sale of all or substantially all of the assets of the Company, each Member shall take such actions as the Company and the Managing Member may reasonably request (including, without limitation, waiving any dissenters' rights, appraisal rights or similar rights (if any)) in order to effect the transaction.

(b) The Members shall cooperate in good faith in consummating any sale under this Section 8.7. At the closing of any such Transfer, each Member shall deliver to the proposed purchaser such Member's Membership Interests, free and clear of any liens, together with such certificates of transfer as the purchaser may reasonably request. In addition, each Member shall be required to make customary representations and warranties regarding his or its Membership Interests (including, without limitation, the ownership of and authority to transfer such Membership Interests, the absence of any liens on such Membership Interests and the compliance of such Transfer with applicable laws) and any indemnification with respect thereto.

8.8. Tag-Along Rights.

(a) If one or more Transferring Member(s) intend to Transfer to a bona fide purchase an aggregate Subject Interest that is more than 50% of the aggregate outstanding Membership Interest of the Company and the Transferring Member(s) does not elect a Drag-Along Sale, then any other Member (a "Tag-Along Member") may elect to sell (a "Tag-Along Sale"), at the same price and on the same terms as the Transferring Member(s), the same percentage of such Tag-Along Member's Membership Interest as is equal to the percentage that the Subject Interest is of the total Membership Interest owned by the Transferring Member(s) (the "Tag-Along Interests") by providing written notice of such election to the Transferring Member(s) during the Notice Period. If a Member exercises its rights under this Section 8.8 and the proposed transferee refuses to purchase the Tag-Along Interests, the Transferring Member(s) shall have the option to not Transfer the Subject Interest or to reduce the

amount of the Subject Interest to permit the Tag-Along Member to participate in the Tag-Along Sale on a proportionate basis.

(b) At the closing of any Transfer pursuant to this Section 8.8, each Tag-Along Member shall deliver to the proposed purchaser its Membership Interests, free and clear of any liens, together with such certificates of transfer as the purchaser may reasonably request. In addition, each Tag-Along Member shall be required to pay its pro rata share of the expenses incurred by the Transferring Member in connection with such Transfer, make customary representations and warranties regarding its Membership Interests (including, without limitation, its ownership of and authority to transfer such Membership Interests, the absence of any liens on such Membership Interests and the compliance of such Transfer with applicable laws) and any indemnification with respect thereto.

8.9. Death of an Individual Principal.

(a) Subject to the terms of a Business Purchase Agreement of even date, the terms of which are incorporated herein and which terms this Agreement is subject thereto, upon the death of an Individual Principal, the Remaining Member(s), shall be transferred the Membership Interest of the Individual Principal, subject to the payment terms of Business Purchase Agreement and the Member Transferor (or his estate) shall have the obligation to Transfer, all of the Membership Interest held by such Member (the “Decedent’s Membership Interest”) subject to the payment terms of the Business Purchase Agreement...

(b) The closing of a Transfer under this Section 8.9 shall take place on the date determined by the Member Transferor and the remaining Member(s) but in no event later than thirty (30) days from the date death of the Individual Principal. At such closing, the Member Transferor shall deliver to the Company the Decedent’s Membership Interest, free and clear of any liens, together with such certificates and agreements of transfer as the Company may reasonably request, including, but not limited to, customary representations and warranties regarding such interests and indemnification in respect thereof and a release of the Company, Managing Member and Members from liability whatsoever in respect of the Decedent’s Membership Interests, subject to full payment of the purchase price, which if not paid in full at the time of transfer, shall represent a lien upon the Membership Interest. Any rights and obligations of the Member Transferor (or his estate) hereunder shall cease upon the consummation of the closing.

8.10. Death of Individual Principal’s Legal Spouse; Termination of Marital Relationship; Partition of Marital Property.

(a) If the legal spouse of an Individual Principal predeceases such Individual Principal and neither such Individual Principal nor any trust having such Individual Principal as its sole beneficiary succeeds by such spouse’s last will and testament or by operation of law to that portion, if any, of the Membership Interest that such spouse or such spouse’s estate is determined to own either by a written agreement between the Individual Principal and such spouse or estate or, in the absence of a written agreement, by a court of competent jurisdiction (the “Deceased Spouse Interest”), then such Individual Principal shall have the obligation to

purchase or cause the Member to purchase, and such spouse's estate shall have the obligation to Transfer, within one hundred and eighty (180) days after the death of such spouse, the Deceased Spouse Interest at a purchase price equal to the fair market value of the Deceased Spouse Interest.

(b) If any interest in any Membership Interest (the "Marital Interest") passes for any reason to an Individual Principal's legal spouse either upon the termination of the marital relationship of such Individual Principal other than by death or upon the partition of the marital property between such Individual Principal and such spouse, then such Individual Principal shall have the obligation to purchase or cause the Member to purchase, and such spouse or former spouse shall have the obligation to Transfer, within sixty (60) days after such termination or partition, the entire Marital Interest at a purchase price equal to the fair market value of such Marital Interest.

(c) The closing of a Transfer under this Section 8.10 shall take place on the date determined by the Individual Principal and the spouse's estate, spouse or former spouse (such estate, spouse or former spouse being referred to herein as the "Spousal Transferor") but in no event later than the expiration of the time period set forth in Section 8.10(a) or 8.10(b), as applicable. At such closing, the Spousal Transferor shall deliver to the Individual Principal or the Member, as the case may be, the Marital Interests or the Deceased Spouse Interests, as the case may be, free and clear of any liens, together with such certificates and agreements of transfer as the Company may reasonably request, including, but not limited to, customary representations and warranties regarding such interests and indemnification in respect thereof and a release of the Company, Managing Member and Members from liability whatsoever in respect of the Marital Interests, subject to full payment of the purchase price.

(d) Any rights and obligations of such Spousal Transferor hereunder shall cease upon the consummation of the closing.

(e) In the event an Individual Principal fails to fully and timely complete all required purchase transactions under Sections 8.10(a) or 8.10(b), the Company shall have the exclusive right, in addition to any other remedies it may have against the non-performing Individual Principal, to consummate such purchase transactions, either for its own account or in order to hold the purchased Marital Interests or Deceased Spouse Interests, as the case may be, against payment therefor by the non-performing Individual Principal.

(f) Any payment to be made to a Spousal Transferor pursuant to this Section 8.10 shall conclusively be deemed to be in complete liquidation and satisfaction of all the rights and interest of such Spousal Transferor (and of any and all Persons claiming by, through or under such Spousal Transferor), in respect of the Company, including, without limitation, any interest in the Company, any rights in specific Company property and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members.

(g) If a Member whose Membership Interest becomes subject to this Section 8.10 is entitled to vote on Company matters or entitled to designate a Manager, then such voting and designation rights shall be suspended immediately upon the date triggering application of

this Section 8.10 and shall (i) terminate as of the date of consummation of a Transfer to the Company pursuant to Section 8.10(e) or (ii) be reinstated as of the date of consummation of a Transfer to such Member pursuant to Section 8.10(a) or 8.10(b).

9. Dissolution And Winding Up

9.1. **Events Causing Dissolution.** The Company shall be dissolved upon the first of the following events to occur:

(a) The sale or disposition of all or substantially all of the assets of the Company in a single transaction or a series of transactions, including, but not limited to, any financing of the Company, as determined and approved by the Managing Member in his sole discretion; or

(b) Entry of a decree of judicial dissolution under the LLC Act.

9.2. **Winding Up.** If the Company is dissolved pursuant to Section 9.1, the winding up of the Company's affairs shall be supervised by a liquidator chosen by the Managing Member (the "Liquidator"), which Liquidator may be a Member.

(a) In winding up the affairs of the Company, the Liquidator shall have full right and unlimited discretion, in the name of and on behalf of the Company to:

(i) Prosecute and defend civil, criminal or administrative suits;

(ii) Collect Company assets, including obligations owed to the Company;

(iii) Settle and close the Company's business, and dispose of and convey all Company property, and pay all reasonable selling costs and other expenses incurred in connection with the winding up of the proceeds of the disposition of Company property;

(iv) Discharge the Company's known liabilities and, if necessary, to set up dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(v) Distribute any remaining proceeds from the sale of Company property to the Members;

(vi) Prepare, execute, acknowledge and file Articles of Dissolution under the LLC Act and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Company; and

(vii) Exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers

conferred upon the Members under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions.

9.3. The Liquidator shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in Section 7.1.

9.4. Distribution of Company Property and Proceeds of Sale Thereof.

(a) Upon completion of all desired sales of Company property, and after payment of all selling costs and expenses, the Liquidator shall distribute the proceeds of such sales, and any Company property that is to be distributed in kind, to the following groups in the following order of priority:

(i) First, to satisfy Company liabilities to creditors, including Members who are creditors to the extent otherwise permitted by law (other than for past due Company distributions), whether by payment or establishment of reserves;

(ii) Second, to satisfy Company obligations to Members to pay past due Company distributions;

(iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts until satisfaction of each Member's positive Capital Account balance; and;

(iv) Fourth, upon satisfaction of each Member's positive Capital Account balance, to the Members in accordance with their respective Membership Interests.

(b) The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all of the claims of a priority group, the available assets shall be distributed in proportion to the amounts owed to each creditor or the respective Membership Interest of each Member in such priority group.

9.5. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective Membership Interests, upon dissolution of the Company, such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

9.6. Filing Articles of Dissolution. Upon the dissolution and complete winding up of the Company, the Company shall cause the Liquidator to deliver the Certificate of Dissolution with the Secretary of State of the State of Massachusetts. Upon the filing of the Certificate of

Dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the LLC Act.

9.7. Return of Contributions Non-Recourse to Other Members. Except as required otherwise by law, upon dissolution of the Company the assets of the Company shall be the sole assets available to the Members for distributions as provided in Section 9.4. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contributed by one or more Members, such Member or Members shall have no recourse against any other Member.

10. Miscellaneous Provisions

10.1. Notice. All notices, requests, or communications provided for or permitted to be given under this Agreement shall be given in writing and addressed to the recipient at the address set forth on the signature page attached hereto (or such other address as noticed by such party to the other parties pursuant to this Section 10.1): (a) by first class United States mail, postage paid, in which case such notice shall be deemed to have been delivered on the fourth day after its proper deposit in the United States mail; (b) by registered or certified United States mail with return receipt requested, postage prepaid, in which case such notice shall be deemed to have been delivered on receipt; (c) by Federal Express or similar overnight national courier, charges prepaid for first business-day delivery, in which case such notice shall be deemed to have been delivered on the first business day after deposit with such a courier; or (d) by confirmed facsimile transmission, in which case such notice shall be deemed to have been delivered on transmission; or (e) by personal delivery, in which case such notice shall be deemed to have been delivered upon such delivery.

10.2. Entire Agreement. This Agreement and the Schedule 1 hereto constitute the entire agreement among the parties hereto and contain all of the agreements among such parties with respect to the subject matter of this Agreement. This Agreement (including the Schedules hereto) supersedes any and all other agreements, either oral or written, between such parties with respect to the subject matter of this Agreement.

10.3. Partial Invalidity. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions of this Agreement, unless such a construction would be unreasonable.

10.4. Amendment. This Agreement may be amended or modified by written agreement of each of the Members. Notwithstanding the foregoing, this Agreement (and Schedule I hereto) may be amended as necessary to reflect the admission of any additional Members and/or the transfer of any Membership Interest permitted by the terms of this Agreement.

10.5. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

10.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. In particular, this Agreement is intended to comply with the requirements of the LLC Act and the Certificate of Formation. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the LLC Act or any provision of the Certificate of Formation, the LLC Act and the Operating Agreement, in that order of priority, will control.

10.7. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions.

10.8. Waiver. A waiver of any provision of this Agreement must be in writing and executed by the party charged with such waiver. Any such waiver will be effective only to the extent provided therein and shall not be implied to constitute a subsequent waiver of the same provision or a waiver of any other provision of this Agreement.

10.9. Assignment. This Agreement and the rights and obligations hereunder may not be assigned except to the extent and in the manner otherwise expressly set forth in this Agreement.

10.10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10.11. Execution/ Counterparts. This Agreement may be executed in counterparts and such counterparts shall constitute one and the same agreement and such execution and delivery may be accomplished by delivery of an copy of the originally executed counterpart by facsimile or electronic file to the other parties hereto.

11. Intellectual Property

11.1 Ownership. The Company shall own all intangible property, including without limitation programs, software, websites, hardware, object and source code, data, databases, algorithms, and documentation therefore, in each case including, without limitation, all copyrights therefore; (ii) trade secrets, know-how, and other protectable information, including, without limitation, ideas, techniques, formulas, compositions, compilations, technical documentation, operating manuals, and guides, plans, designs, sketches, product specifications, analyses, experiments, engineering reports, and manufacturing and production processes and techniques; (iii) inventions, discoveries (whether or not patentable or reduced to practice), drawings, specifications, research records, invention records, and technical data; (iv)

registrations of, and applications to register, any of the foregoing with any governmental authority and any renewals or extensions thereof; (v) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names, other indications of origin, domain names, URLs, and e-mail addresses; (vi) patents, including, without limitation, design patents and utility patents, provisional applications, reissues, divisions, continuations, continuations-in-part, and extensions thereof, in each case including, without limitation, all applications therefore and equivalent foreign applications and patents corresponding, or claiming priority, thereto; (vii) inventor's certifications and invention disclosures; and (viii) works of authorship, whether copyrightable or not, copyrights, copyright registrations, applications of registration of copyrights, and all renewals, modifications, and extensions thereof, mask works, moral rights, and design rights.

11.2 Ownership of Intellectual Property. The Intellectual Property shall be the exclusive property of the individual Members in proportion to their ownership of membership. As such, the Members shall have all right, title, or interest in, or to, the Intellectual Property. The Company shall have a license to utilize the Intellectual Property of the Members.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement on the day and year first above written.

DocuSigned by:

80FE8D2E770B48E...
Sean Berte, Member



Armani White, Member

Schedule I**Schedule of Members**

Member	Initial Capital Contribution (Valuation)	Membership Interest
Sean Berte	\$50.00	50%
Armani White	\$50.00	50%
Total:	\$100	100%

SCHEDULE II TO
OPERATING AGREEMENT
OF
EVG FARMS, LLC
MANAGER

**Name and Address
Of Manager**

Sean Berte
31 Aldrich Road
Roslindale, MA 02131

Armani White
120 Winthrop St Apt 3
Roxbury MA 02119



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

William Francis Galvin
Secretary of the
Commonwealth

February 25, 2022

TO WHOM IT MAY CONCERN:

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

EVG FARMS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 28, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **SEAN BERTE**

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

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



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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



EVG FARMS LLC
5060 N 40TH ST STE 120
PHOENIX AZ 85018-2140

860000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, EVG FARMS 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
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



389949105

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

EVG Farms LLC
31 ALDRICH ST
ROSLINDALE, MA 02131-2701

EAN: 22224939
March 16, 2022

Certificate Id:57159

The Department of Unemployment Assistance certifies that as of 3/16/2022 ,EVG Farms LLC 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

EVG Farms LLC

Plan for Obtaining Liability Insurance

Once licensed, EVG Farms LLC will obtain a policy that shall include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5,000 per occurrence.

EVG is currently in the process of obtaining 3 different quotes and will be choosing one when licensed.

EVG Farms

Business Plan

2022

EVG Farms Business Plan

ABOUT US

EVG Farms, LLC is an Economic Empowerment certified company that is dedicated to fostering a culture of diversity, inclusion, and belonging. We are in the process of applying for a retail license in Massachusetts and will be operational before the end of the year.

Our team is made up of two local Boston residents who have been negatively impacted by the failed War on Drugs. Armani White and Sean Berte have created EVG Farms, a small local business promoting racial equity in every aspect of the business. From our employees, to the product vendors we use, to the ancillary and support companies that we work with, we will be very intentional with who we decide to hire and contract with, as outlined in our Plan for Positive Impact and Diversity Plan.

COMPANY OVERVIEW

Mission Statement

Selling fire weed and creating opportunities for others

Branding

- Justice
- Community
- Hip
- Fire Weed
- Honoring the untaxed market

Goals

Every Dollar Goes to Justice

With Massachusetts being the first state to implement social equity measures, EVG Farms will look to expand and build on that legacy by leveraging connections from and to our community and showcase the brands of underrepresented communities. The products showcased on our shelves will be from the following operators in this particular order: Black, Social equity, local craft, women and veteran-owned businesses. Our business model will provide customers an opportunity to “right some of the wrongs” of the Drug War, every time they step foot in our store.

Affordable and Accessible

We are looking to be affordable to those who are still purchasing products through alternate markets.

Creating and Catering to Conscious Consumers

Educating and empowering consumers towards a deeper understanding of the plant so that they can be conscious consumers and advocates.

PRODUCTS AND SERVICES

In Massachusetts specifically, there is a Social Equity Program, and a Certified Economic Empowerment Priority Applicant program. The requirements for both programs, which we are a part of, are below:

Table 1. Massachusetts SEP and EE Programs	
Social Equity Applicant Criteria	Economic Empowerment Applicant Criteria
<p><i>Applicants are eligible for the SEP if they demonstrate they meet at least one of the following criteria:</i></p> <ol style="list-style-type: none"> 1. <i>Income that does not exceed 400% of Area Median Income and Residency in an Area of Disproportionate Impact, as defined by the Commission, for at least five of the past ten years;</i> 2. <i>Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in Other Jurisdictions;</i> 3. <i>Residency in Massachusetts for at least the past 12 months and proof that the SEP applicant was either married to or the child of an individual convicted or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in Other Jurisdictions;</i> 4. <i>Any individual listed as an owner on the original certification of an Economic Empowerment Priority Applicant who satisfies one or more the following criteria:</i> <ul style="list-style-type: none"> • <i>Lived for five of the preceding ten years in an Area of Disproportionate Impact, as determined by the Commission;</i> • <i>Experience in one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities;</i> • <i>Black, African American, Hispanic or Latino descent; or</i> • <i>Other significant articulable demonstration of past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact.</i> 	<p><i>Applicants who demonstrate at least three of the following six criteria:</i></p> <ul style="list-style-type: none"> • <i>Majority of ownership belongs to people who have lived in Areas of Disproportionate Impact for five of the last 10 years.</i> • <i>Majority of ownership has held one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities.</i> • <i>At least 51% of current employees/subcontractors reside in Areas of Disproportionate Impact and will increase to 75% by the first day of business.</i> • <i>At least 51% of employees or subcontractors have drug-related CORI, but are otherwise legally employable in a cannabis-related enterprise.</i> • <i>A majority of the ownership is made up of individuals from Black, African American, Hispanic, or Latino descent.</i> • <i>Owners can demonstrate significant past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact.</i>

The program is designed so that those who maintain majority ownership in the business, also benefit from the following:

- *Waived application fees (this waiver does not include the costs associated with background checks);*
- *Waived seed-to-sale Metrc monthly program fees (this waiver does not include other costs associated with the Seed-to-sale tracking system, specifically the fees for plant and package tags);*
- *Exclusive access to Social Consumption and Delivery-Only License types for up to a minimum of three years, as well as a pre-certification application that offers applicants a preliminary application process that certifies their propensity to run a business of one of these two license types; and*
- *A 50% reduction of annual license fees, regardless of license type.*

Massachusetts Cannabis Market

Massachusetts began accepting applications in 2018 which could mean that many of the initial application hurdles have subsided. As seen in the chart below, adult use sales are expected to increase to \$2.6 billion dollars by 2025². Massachusetts is an attractive market for many because it is a highly populated state. Additionally, our brand and location will serve consumers who reside in jurisdictions that have banned cannabis, and that currently patron alternate markets.

Adult-Use Sales Soar in Massachusetts

Recreational marijuana sales in the state this year already have exceeded last year's total and are projected to double between 2021-25.

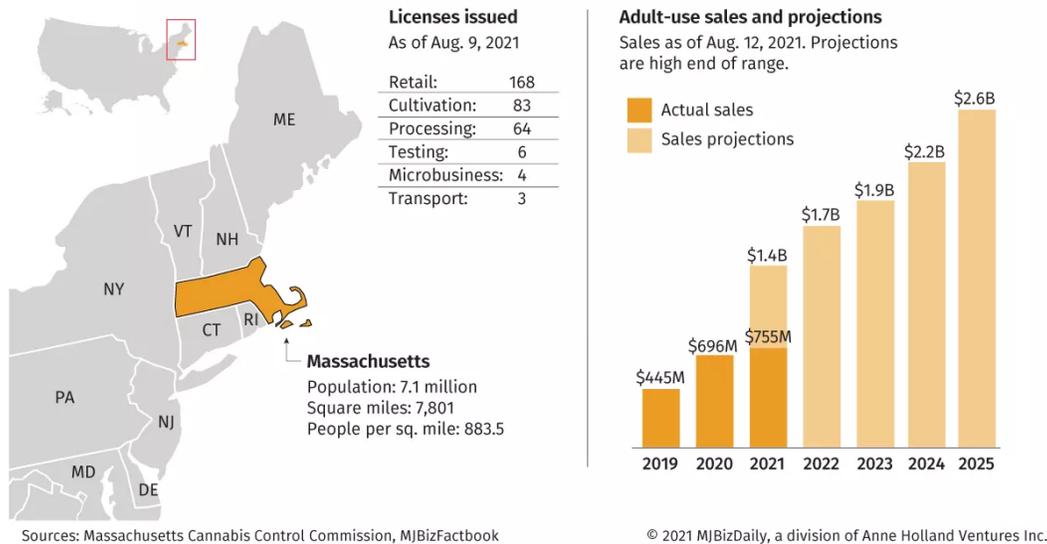


Figure 2. Adult-Use Sales Soar in Massachusetts, MjBizDaily, 2021

STRATEGY AND IMPLEMENTATION

² <https://mjbizdaily.com/massachusetts-marijuana-market-offers-select-cultivation-retail-opportunities/>

Catering to Consumers of Alternate Markets

Our location is in Hyde Park, a diverse neighborhood located in the southernmost region of Boston. As seen in the map below (Figure 3), our location is surrounded by cities and towns that currently have a ban in place. We anticipate that residents of these areas will make up a significant portion of our consumer base. In fact, a 2019 study titled the The Marijuana Baseline Health Study (MBHS) by the Massachusetts Department of Public Health has a financial model projecting that “approximately 65% of marijuana users would shift from purchasing their marijuana in the illicit marketplace to purchasing from a dispensary.”³ Our authentic relationships and partnerships with the local community will create a stable consumer base that can support the creation of two more locations in the future.

As we expand, we will continue to uplift Economic Empowerment applicants like ourselves and so in a sense, “we are lifting as we climb.” We have the support of the woman-owned and operated, 7 Cities Groups consulting firm, and from the veteran owned marijuana shop CNA (Completely Natural Alternatives), throughout construction, opening, the development of our SOP’s, and the training of our staff. All while also providing moral support.

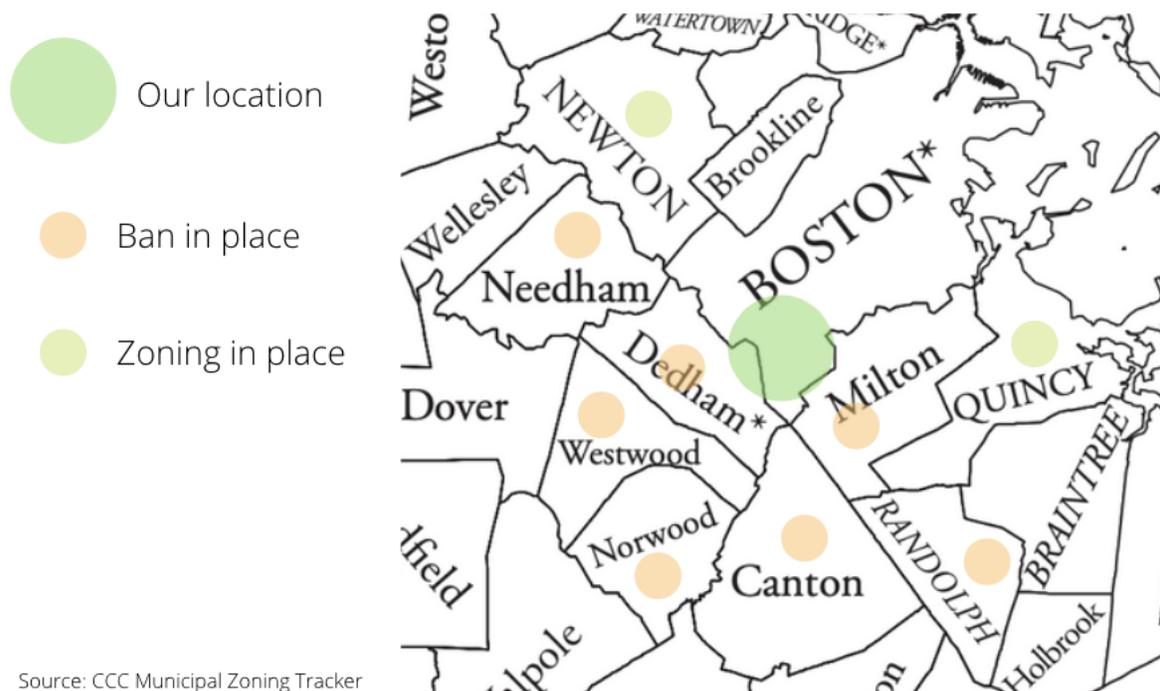


Figure 3. Map of Surrounding Neighborhoods⁴, EVG Farms, CCC, 2022

2020 Population of Cities and Towns Nearby

³ https://mass-cannabis-control.com/wp-content/uploads/2020/02/Market_Data_and_Industry_Participation_February_2020.pdf

⁴ <https://masscannabiscontrol.com/municipal-zoning-tracker/>

We have calculated our potential consumer base by multiplying the total population of the surrounding communities by the the conservative national average cannabis consumption rate of 16%⁵. We also included an additional conservative estimate calculating what that figure would be if we only reach 10% of those consumers.

Table 2. Surrounding Towns Consumer Projections			
City/Town	Population	16% consumption	10% of consumers
Boston	675,647	108,103	10,810
Hyde Park	38,924	6,227	622
Dedham	25,364	4,058	405
Milton	27,572	4,411	441
Norwood	31,611	5,057	505
Canton	24,370	3,899	389
Randolph	34,984	5,597	559
Needham	32,091	5,134	513
Westwood	16,266	2,602	260

Market Size

- Population of Boston: 675,647
- Estimated consumers (@16%): 108,103
- Total Dispensaries in Boston: 54
- Estimated consumers divided by total dispensaries: 2,000
- Estimated daily consumption including surrounding neighborhoods: 100-200 customers a day at \$84/customer

This calculation does not include the estimated consumers of surrounding neighborhoods, nor tourists, so we anticipate daily consumption and purchases to be higher.

ORGANIZATION AND MANAGEMENT TEAM

EVG Farms, LLC consists of two partners:

- **Armani White:** a local community organizer from Roxbury, and
- **Sean Berte:** a former Boston Firefighter from Roslindale, Massachusetts

The owners are Economic Empowerment, and Social Equity certified with the Commonwealth. They are also certified as Social Equity by the City of Boston.

OUR PRODUCTS

⁵ <https://flowhub.com/cannabis-industry-statistics>

We will offer a variety of dried plant materials to purchasers. Available plant material will include numerous strains and several levels of potency, ranging from low strength with mild effects to high strength for immediate relief. Many purchasers choose combustion, or smoking, as their preferred method of administration because it is affordable, simple, and users can easily regulate the dose that they are consuming. The rapid onset of effects from combustion can make this an excellent delivery method for purchasers desiring immediate effects.

Some purchasers prefer vaporization over combustion, as it provides many of the same benefits with substantially reduced drawbacks. Vaporization can provide immediate relief, with mild impact on the lungs and minimal odor generation making it a less conspicuous consumption option. To provide purchasers with an alternative to combustion, we will offer products intended for use in vaporization, including preloaded cartridges, standard and disposable vaporizer pens, and custom batteries that empower our customers to control their dosing. We will carefully screen all our suppliers of vaporization accessories and will only provide purchasers with the safest, highest-quality vaporizer pens and cartridges available on the market today.

Not only will we provide the highest quality products, but we will highlight weed grown and manufactured by Black and Brown owned businesses. Our history in the untaxed market will lend credibility to consumers who've yet to cross over into a regulated and taxed system. These consumers want the best products available and we will provide them. By highlighting Black-and-Brown-owned businesses and brands, and by bridging the gap between the taxed and untaxed market, we will help create generational wealth for those who have been most negatively impacted by the failed War on Drugs.

FINANCIAL PLAN AND PROJECTIONS

We have raised sufficient capital to cover all of the application expenses, planning and development, build-out costs, equipment purchases, pre-operating expenses, and working capital needed to become operational within six to twelve months of initial licensure. The business will be capitalized via a multifaceted approach that will provide financing well in excess of the sufficient level of capital required to bring our business to profitability.

Initial funding of \$27,000 is being provided by the founding members of the company, with an additional \$15,000 provided by the City of Boston through their Equity Fund, which was created "for the purpose of ensuring equity in the City of Boston's cannabis industry as mandated by the 2019 "Ordinance Establishing Equitable Regulation of the Cannabis Industry in the City of Boston". The Grant is made by the City without anticipation of any direct service or recompense, but rather with the expectation that the Business will prove advantageous to the community at large and will create and preserve jobs in this emerging industry. Grants awarded from the Boston Equity Fund shall be used for but not limited to the following, working capital needs: rent and/or business mortgage costs; buildout of physical business space; inventory, payroll; and fixed debt expenses. The funds may not be used for the purchase of product, paraphernalia, or any other goods sold by the Business."

This initial funding will cover legal services, consulting fees, application and related expenses along with other pre-operational costs. In lieu of loans and financing from FDIC-backed banks that currently do not provide such services to the legal cannabis industry, much of our subsequent capital needs will be raised through equity ownership in the company. During this phase of raising capital, we will concentrate on family and friends as the primary sources of capital. Focusing on raising capital from family and friends will allow us to bring in equity partners who align with our company's mission and values. Casual discussions with family and friends have been received by an overwhelming level of support, interest, and desire to invest. Although no financial commitments have been established, there have been several verbal commitments to invest upon receipt of the conditional license. Accordingly, we anticipate being able to raise the remaining amount of capital needed to finance our construction costs, equipment needs, and provide for additional working capital until the business is fully operational.

Ultimately, we are looking to raise approximately \$1,000,000 in additional capital via equity ownership and are confident that this can be accomplished through family and friends given what has been expressed to-date. All Persons of Interest that receive equity ownership in the company will be fully disclosed to the State with all requisite personal history disclosure and related information. In addition, we will ensure that more than 51% of company ownership remains in compliance with our economic empowerment and social equity designations.

Pre-Opening Operating Costs

The planning and development expenses are needed to support the tenant improvements for the building build outs. Based on our proposed facility design and build-out, we have estimated the fees for architecture and design fees to be \$20,000. Mechanical engineering fees of \$15,000 will support the design of the proper electrical, plumbing, and HVAC systems for our facility. We have budgeted \$5,000 for local building permits.

We are currently negotiating our tenant improvements into our lease agreement. Based on our past experience constructing similar facilities we estimate our security budget at \$20,000 which will cover the costs of purchasing and installing high-definition cameras, secure doors, biometric access points, a burglar alarm system, and network servers. We have taken great care to guarantee that we are ready to begin building out our facility on the first day of our license being awarded.

Table 3. Pre Opening Operating Costs	
Source/Use	Amount
Capital	42,000
Pre-Opening Expenses	
- Planning and Development	40,000
- Retail Application Fee: \$1,500	0*
- Annual License Fee: \$10,000	5,000*
- Fingerprinting and Background Checks	unknown**

**Because we are equity applicants, the retail application fee is waived, and the annual license fee, due at renewal, is reduced by 50% IF we maintain majority ownership.*

***we do not anticipate these expenses to be significant*

Post-Opening Operating Costs

We are confident that we will find investors that share the same values of social justice as we do. Once a license is issued, many are more inclined to fund operating costs.

Staff Costs

Entry level positions will start at \$18.50/hour. Our management positions will be salaried between \$65,000 and \$90,000 per year. All of our staff will be diligently trained to act as security on a rotational basis. We will employ up to 20 people our first year with a combination of full time, part time and parents’ hours positions. We will phase in our salaried management positions as we ramp up to opening. Our employees that are hired as hourly workers will start a few weeks before opening with onboarding and training during that time.

Inventory

We are currently in negotiation with vendors to support our initial inventory through a credit system and are confident that we can also fundraise the initial amount.

Marketing

Our marketing strategy includes branded products that will be purchased at wholesale prices and sold at a profit. We would like to partner with a local Black and Brown owned business

and create an exclusive partnership that will allow us to sell branded merchandise as well. We will ensure to stay in compliance with 935 CMR 500.105(4)(b).

Table 4. Yearly Cash Flow	
Revenue/Cost	Amount
Operating Revenue	\$3-4m/year
Operating Cost	
- Real Estate	\$150,000-180,000/year
- Payroll	\$500,000-1.2m/year
- Product/Inventory	540,000,000-1,000,000
- Marketing <ul style="list-style-type: none"> - Merchandise/swag (grinders, tshirts) - Exclusive merch line partnership - Social Media 	50,000-100,000
- Other <ul style="list-style-type: none"> - Monthly Metrc Program fees - Metrc tags - Application fees for registering agents 	<i>Not included because they are not significant figures</i>
Total/Profit (Operating revenue-operating cost)	1-2m/year

CONCLUSION

EVG Farms will be a place where unregulated market consumers will naturally transition to the regulated market because of our authentic branding and relationships. Our location, projected cash flow, and social equity centered business model will ensure that we foster community for the years to come. As we expand our business into different markets, we will expand our Mission of selling fire weed and providing opportunities for others.

Compliance with 935 CMR 500.00

Restricting Access to age 21 and older

***Procedures restricting access to age 21 and older are also outlined in our Security Plan.**

Introduction

Pursuant to 935 CMR 500.050(5)(b), EVG Farms LLC will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID.

Proof of ID

Upon entry into the premises of the marijuana establishment by an individual, a EVG registered agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

Enforcement and Compliance

In the event EVG learns of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l).

EVG will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Website and Marketing

In accordance with 935 CMR 500.105(4)(b)(13), the website for EVG will require all online visitors to verify they are 21 years of age or older prior to accessing the page.

Pursuant to 935 CMR 500.105(4), EVG will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. EVG will also ensure that, pursuant to 935 CMR 500.150(1)(b), no edible products that are manufactured or sold will feature realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, and that all packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

Compliance with 935 CMR 500.105(3); 500.160

Quality Control and Testing Procedures

***See also our Transportation of Products Procedures, Storage Procedures**

Introduction

EVG Farms LLC (EVG) will make every effort to ensure product quality and safety for all marijuana and marijuana-infused products (MIPs). All products will be thoroughly inspected before being placed on our shelves. If any concerns are raised, the product will be removed from the shelves until it passes further inspection. Any products that do not meet our strict quality standards will not be made available to consumers. Any product that exhibits a probability that the product might cause adverse health consequences will be recalled and disposed of in accordance with 935 CMR 500.105(12).

No marijuana product will 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. Testing of marijuana products will be performed by an Independent Testing Laboratory.

EVG has a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified above. Any such policy will include:

- Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch; and
- The notification must be from both this Marijuana Establishment and the Independent Testing Laboratory, separately and directly; and
- The notification from this Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Transportation

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13), and all storage and transportation of marijuana and MIPs will be under conditions that will protect against deterioration and physical, chemical, and microbial contamination.

EVG's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Storage

All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

EVG will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

No marijuana product will 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.

EVG's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

EVG will maintain testing results in compliance with 935 CMR 500.000 et seq. and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

Quality Control and Compliance

EVG will comply with the following sanitary requirements:

1. EVG's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in EVG's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
2. EVG's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
3. EVG will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
4. EVG's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
5. EVG's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

6. EVG's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
7. EVG will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
8. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
9. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
10. EVG will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
11. EVG's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
12. EVG will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
13. EVG will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
14. EVG will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Disposal

All excess marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly. For any recalled products, we will immediately notify the Marijuana Cultivator or Marijuana Product Manufacturer from whom the product was purchased that the product is defective so they can take the proper remedial action. EVG will maintain the results of all testing for no less than one year.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

EVG will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any

action initiated at the request or order of the Commission, and any voluntary action by EVG to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

All waste, including waste composed of or containing finished marijuana and MIPs, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

When marijuana or MIPs are disposed of, the dispensary must create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. The dispensary shall keep disposal records for at least two years.

Task Procedure

All products identified for destruction are destroyed every [will exact days and times once licensed]. Our authorized garbage removal service occurs every [will exact days and times once licensed].

- A. Once an item has been identified for destruction (e.g., packaging has been tampered with, product is past its expiration date, product was abandoned), update the item in the POS to reflect disposal status. For example, update quantity to “0”, update “reason” to “destroy,” and then select “destroy item.” Be sure to include a description for the reason for destruction within the “Update Reason” box.
- B. Once updated in the POS, remove item in its original packaging from dispensary floor and transfer to the assigned disposal box located within the vault.
- C. Each [will exact days and times once licensed], use the Destroy Log to document the following information:
 - a. Cause for disposal
 - b. Product weight (see section below)
 - c. Date of disposal
 - d. Method of disposal
 - e. Name and agent identification number of the employee responsible for the disposal.
- D. Each item marked for disposal must be weighed prior to mixing. Utilize the scale located in the Receiving room to weigh each individual item. Be sure to update this weight in the Destroy Log.
- E. Once all items are weighed, separate MIPs from flower products.
- F. Grind each set of items using the grinder located in receiving room, ensuring the finest grind possible to so as to render the product unusable.
 - a. For edible items where grinding is difficult (e.g., medicated gummies), first melt the products using the microwave in the receiving room. Next, apply bleach directly to the product.

- b. Vaporizer cartridges must be destroyed using a hammer. Safety measures, including wearing gloves and eye protection, must be observed during the destruction process.
 - c. All other concentrates (such as wax, for example) will be submerged in bleach to render the product unusable.
- G. Using the scale, weigh each category of products (i.e., flower marijuana and MIPs). Record the total waste weight for each category in the Destroy Log.
- H. Using the potting soil located in the assigned disposal area, mix the marijuana identified for destruction with 50% compostable material (i.e., potting soil).
- I. Place destroyed product in designated bin inside the vault. Destroyed product must remain in the vault until it is collected by the authorized garbage removal service. Either the GM or the Dispensary Associate who is designated for product destruction must physically remove the destroyed bin from the vault and place it in the exterior trash receptacle when the authorized trash collector arrives.
- J. If destruction needs to take place at a time other than the standard designated time for this dispensary, (e.g. if we are closed for a holiday), report the destruction according to the state-mandated procedure.

Compliance with 935 CMR 500.105(1)

Personnel Policies Including Background Checks

***see also our Recordkeeping Procedures**

Introduction

EVG Farms LLC (EVG) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. EVG will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Job Descriptions

Director of Security

Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for EVG, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to EVG agents during new hire orientation or re-current trainings throughout the year;
- Provide staff training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the EVG facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the EVG facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of EVG agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;

- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent

Security Agents monitor EVG's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the EVG facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents will perform the following duties on a rotational basis, and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and EVG agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the EVG facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort EVG agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager

The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate

Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring EVG's policies and procedures for waste disposal are adhered to.

Human Resources Manager

The Human Resources Manager at EVG will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for EVG, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of EVG agents;
- Review and revise EVG personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for EVG agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager

Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent

Member Services Agents ensure that each customer is treated with respect while at a EVG facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a EVG facility;

- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by EVG;
- Properly setting up product displays pursuant to EVG policies and procedures;
- Executing and enforcing compliance with Commission regulations and EVG policies and procedures;
- Understanding sales transactions
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

- Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with EVG and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken;
 - Notice of completed responsible vendor and eight-hour related duty training;
 - Results of initial background investigation, including CORI reports; and
 - Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

EVG's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. EVG's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- EVG's Diversity Plan and Community Initiatives;
- EVG's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

EVG is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is EVG's mission to provide a professional workplace free from harassment and discrimination for employees. EVG will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to EVG's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at EVG employees or customers is also condemned and will be promptly addressed.

Out policy will notify persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, including provisions prohibiting discrimination and providing reasonable accommodations.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other

parties. Any employee found carrying a weapon on the premises of a EVG facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at EVG varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements are met.

Business Hours

- Monday: 10:00 a.m. – 7:00 p.m.
- Tuesday: 10:00 a.m. – 7:00 p.m.
- Wednesday: 10:00 a.m. – 7:00 p.m.
- Thursday: 10:00 a.m. – 7:00 p.m.
- Friday: 10:00 a.m. – 7:00 p.m.
- Saturday: 10:00 a.m. – 7:00 p.m.
- Sunday: 10:00 a.m. – 7:00 p.m.

Overview of Personnel Policies and Procedures

Standard Employment Practices

EVG values the contributions of its management and staff positions. EVG will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

EVG's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

EVG will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

EVG may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at EVG are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a quarterly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month for new employees during the first year and annually thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

EVG leave policies will comply with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. EVG will determine which holidays will be observed and which departments will not be required to work. EVG will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

EVG anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies Purpose

EVG's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of EVG's progressive discipline policies and procedures have been designed consistent with EVG's organizational values, best practices, and state and federal employment laws.

EVG reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on EVG as an organization.

Procedure

Step 1: Counseling and Verbal Warning Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, EVG recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non Exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, EVG will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, EVG reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between EVG and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject

to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from EVG, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation
 - a. Resignation is a voluntary act initiated by the employee to end employment with EVG. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.
2. Retirement
 - a. An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of EVG to give special recognition to employees at the time of their retirement.
3. Job Abandonment
 - a. An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.
4. Termination
 - a. Employees of EVG are employed on an at-will basis, and the company retains the right to terminate an employee at any time.
5. Reduction in Workforce
 - a. An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.
6. Release

- a. Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing EVG to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from EVG is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of

termination from employment due to a policy violation will be ineligible for rehire. Compensation As an employer, EVG believes that it is in the best interest of both the organization and EVG's employees to fairly compensate its workforce for the value of the work provided. It is EVG's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at EVG, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by EVG.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that EVG is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.

2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.

3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for EVG will undergo a detailed background investigation prior to being granted access to a EVG facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for EVG pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: CORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), EVG will consider:
 - All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, EVG will:
 - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, EVG will consider the following factors:

- i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - Upon adverse determination, EVG will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by EVG along with any legal notices required.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by EVG or the Commission.

Compliance with 935 CMR 500.105(9); 500.140

Maintenance of Financial Records

***see also our Recordkeeping Procedures**

Introduction

EVG Farms LLC standard operating policies and procedures ensure financial records are accurate and maintained in compliance with 935 CMR 500.105(9) and 500.140. Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Recordkeeping

- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and;
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

Recording of Sales

- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Other Records

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Compliance with 935 CMR 500.105(2)

Qualifications and Training

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal 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.

EVG Farms LLC (EVG) will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that EVG discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and EVG will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of EVG's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

All of EVG's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. EVG's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired.

EVG's owners, managers, and employees will then successfully complete the program once every year thereafter. EVG will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. EVG's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, EVG's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Diversity and inclusion training
2. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
3. Best practices for diversion prevention and prevention of sales to minors;

4. Compliance with tracking requirements;
5. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
6. Such other areas of training determined by the Commission to be included; and
7. Other significant state laws and rules affecting operators, such as:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability and license sanctions and court sanctions;
 - d. Waste disposal and health and safety standards;
 - e. Patrons prohibited from bringing marijuana onto licensed premises;
 - f. Permitted hours of sale and conduct of establishment;
 - g. Permitting inspections by state and local licensing and enforcement authorities;
 - h. Licensee responsibilities for activities occurring within licensed premises;
 - i. Maintenance of records and privacy issues; and
 - j. Prohibited purchases and practices.

Compliance with 935 CMR 500.105(15)

Energy Compliance Plan for Marijuana Establishments

EVG Farms LLC (EVG) is committed to operating an environmentally conscious adult use cannabis dispensary in compliance with the environmental protection laws and regulations in the State of Illinois. In the following Environmental Plan, we describe our strategy to minimize our carbon footprint, environmental impact, and resource needs; including using energy with maximum efficiency, recycling, and limiting the production of waste whenever possible. We will also be engaging with energy efficiency programs offered pursuant to M.G.L.c. 25 § 21, or through municipal lighting plants.

We will demonstrate our commitment to protecting the environment by implementing a variety of measures at our dispensary, such as: contracting with cannabis suppliers who demonstrate a commitment to the environment; installing new and advanced lighting fixtures; optimizing heating and cooling equipment for maximum energy efficiency; encouraging our transporters to use electric or fuel efficient vehicles; implementing recycling and composting programs, including recyclable cannabis packaging; installing low water use toilets and faucets; limiting procurement to the minimum amount of materials necessary to operate our dispensary; and, assisting local, state, and national environmental organizations.

Additionally, we will establish policies, collect data, set target goals, and implement measures to continually reduce our environmental impact. Specifically, management will draft specific standard operating procedures (“SOPs”) and best practices guidelines for key impact areas, as well as thoroughly train all staff members on these procedures and practices.

Pertaining to our plans for Energy Efficiency and Conservation, pursuant to 935 CMR 500.105(15), we will work with our architects, engineers, and staff to identify several energy use reduction opportunities and related strategies to reduce our electric demand.

These may include the following:

Lighting

Using lighting that includes the following: Fluorescent T8 or T5 (No T1 2), Compact fluorescent, LED, or energy saving halogen lamps. Using EXIT signs with LED or electroluminescent alternatives. Using lighting controls such as dual technology occupancy (motion) sensors. Reducing standby power usage by powering down electronics when not in use, set computers to standby and utilize smart strips or other technologies to reduce total standby (vampire) power. Using energy efficient lighting with hoods for outdoor security purposes, which also reduces unwanted light pollution to neighbors.

Recycling and Reducing

Selecting suppliers who use recyclable containers and packaging for cannabis products.

Transportation

As much as we are able, we will source our cannabis products locally to minimize transportation and fossil fuel use. Additionally, we will encourage transporters to use energy efficient vehicles such as hybrids, electric options, and other fuel-efficient vehicles, to keep their total carbon footprint to a minimum.

To partially offset the detrimental environmental impacts that may flow from our purchasers, we will encourage them to use public transportation by offering discounts to purchasers who use public transportation to reach our dispensary.

Heating and Cooling

Insulating all water heaters, storage tanks, and hot water. Installing a high efficiency water heater and appropriately insulating it. Have warranties in place and a preventative maintenance schedule for all appliances & HVAC systems to allow for routine scheduling of cleaning and repairing air filters, ducts, air intake and outtake fans, carbon filters and refrigerator coils. Installing a High Efficiency Heating & Air Conditioning (HVAC) Unit. Use weather stripping to seal air gaps around all windows and doors and reduce risk of loss of heating and cooling and unnecessary contribution to greenhouse gas emissions.

Energy Efficiency

Purchasing and installing Energy Star rated appliances and already included these in all technical aspects of the facility.

Water

Providing regular maintenance, routine inspections, repairs, and upgrades will ensure that facility pipes are functioning efficiently throughout the system. Stocking our restrooms and facilities with environmentally friendly cleaning supplies, provide training to staff on how to reduce water usage, and maintain eco-friendly cleaning practices. Training our staff in water conservation best practices, including proper hand washing techniques, as well as develop standard operating procedures to avoid wasteful water use, such as leaving faucets running.

Compliance with 935 CMR 500.105(9); 500.140(6)

Maintenance of Financial Records

***see also our Recordkeeping Procedures**

***amended additions are in green**

Introduction

EVG Farms LLC standard operating policies and procedures ensure financial records are accurate and maintained in compliance with 935 CMR 500.105(9) and 500.140. Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Recordkeeping

- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and;
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

Recording of Sales

- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Other Records

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Software Security Protocols

- All staff are prohibited from utilizing software or other methods to manipulate or alter sales data.
- Monthly reports with analysis of equipment to verify that no software has been installed that could be utilized to manipulate or alter sales data will be conducted by a team of staff. If for any reason it is determined that software or other methods have been installed/utilized to manipulate or alter sales data: we will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

Diversity Plan for Marijuana Establishment

Introduction

EVG Farms LLC is dedicated to fostering a culture of diversity, inclusion, and belonging. Our team is made up of two local Boston residents who have been negatively impacted by the failed War on Drugs. Armani White and Sean Berte have created EVG Farms, a small local business promoting racial equity in every aspect of the business. We have established a diversity plan to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people, in the operation of our establishment.

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

Our goal is to attract and retain that diverse workforce by fostering a culture of diversity, inclusion, and belonging. Below is a table outlining the goals, programs, and measurements that we will pursue once licensed.

Goals, Programs, and Measurements

Retain our diverse employees by creating a culture of diversity, inclusion, and belonging	
Goal 1	Create and sustain and/or increase, the initial contribution to a Diversity Professional Development Fund, each year.
Program	<ul style="list-style-type: none">● Create a Professional Development Fund designed to assist employees in reaching their career goals and expanding their knowledge on topics related to cannabis, diversity, equity, and inclusion. We will dedicate an initial contribution of \$75,000 for this fund, which will be accessible to all employees each year. Individual amounts are still being determined and will be based on the total number of employees.● Develop criteria for the use of the funds. While the specific uses for the funds are still being drafted, they will be used for things that support the professional development of our employees, and will be used for things like attending conferences, enrolling in professional development courses, and paying for industry memberships etc related to cannabis, diversity, inclusion, and belonging.● Each employee will submit an application that we will develop internally. Our application will include optional questions on demographics where employees can voluntarily identify themselves as minorities, women, veterans, people with disabilities, and/or LGBTQ+ .● Remind employees about the fund on a quarterly basis through email and verbal announcements
Measurement	<ul style="list-style-type: none">● Track the number, and demographics, of employees who utilize the Diversity Professional Development Fund, annually.● Report the increased amount in the Diversity Professional Development Program and

	Fund, as a percentage, on an annual basis.
Goal 2	<p>Retain our diverse employees by creating a culture of diversity, inclusion, and belonging by achieving the following benchmarks:</p> <ul style="list-style-type: none"> ● 95% of positive survey results/job satisfaction from employees who identify as minorities, women, veterans, people with disabilities, and/or LGBTQ+ ● 85% retention rate of employees who identify as minorities, women, veterans, people with disabilities, and/or LGBTQ+
Program	<ul style="list-style-type: none"> ● Provide yearly training around creating a culture of inclusion and belonging for all staff, which will be around 20 individuals. We will use a third party vendor, Traliant, who we have worked with before. Their Workplace Diversity, Inclusion & Sensitivity course “explores the concepts of racial identity, racism, diversity, inclusion, and unconscious bias in today’s modern workplace. This training for both employees and managers further emphasizes the role civility and workplace sensitivity play in promoting a respectful culture.”¹ ● Use exit surveys that include questions around diversity, inclusion, and belonging. As well as an opportunity to provide suggestions for improvement ● Survey employees twice a year on their perceptions of the company’s ethos and culture and their job satisfaction. ● Include optional questions on demographics where employees can voluntarily identify themselves as minorities, women, veterans, people with disabilities, and/or LGBTQ+ in these surveys.
Measurement	<ul style="list-style-type: none"> ● Include all survey results in the annual report. ● Hire a diversity, equity, and inclusion expert to review our survey design and language, once a year, as part of our annual reporting process

Reporting

We will produce an annual report outlining this plan, the data collected, whether the goals have been met or not, and if any changes are necessary. Quarterly, the management team will meet to discuss the report and make any necessary adjustments. EVG Farms LLC acknowledges that the progress or success of its plan must be documented upon renewal, one year from provisional licensure and each year thereafter.

¹ <https://www.traliant.com/diversity-training/>