Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283970

Original Issued Date: 06/28/2021

Issued Date: 06/28/2021

Expiration Date: 06/28/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: KCCS, LLC

Phone Number: 413-268-6500

Email Address: kccshamp@gmail.com

Business Address 1: 26 Strong Ave

Business Address 2:

Business City: Northampton

Business State: MA

Business Zip Code: 01060

Mailing Address 1: PO BOX 1630

Mailing Address 2:

Mailing City: Northampton

Mailing State: MA

Mailing Zip Code: 01061

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Kenisha **Last Name:** Allum **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 4 **Percentage Of Control:** 25

Role: Other (specify) **Other Role:** Owner and Manager

First Name: Charles **Last Name:** Crapps **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 25 **Percentage Of Control:** 25

Role: Other (specify) **Other Role:** Owner and Manager

First Name: Thomas **Last Name:** Little **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 20 **Percentage Of Control:**

Role: Owner / Partner **Other Role:**

First Name: Jason **Last Name:** Snodgrass **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name:	Last Name:	Suffix:	
Jason	Snodgrass		
Types of Capital:	**Other Type of Capital:**	**Total Value of the Capital Provided:**	**Percentage of Initial Capital:**
Monetary/ Equity		$212406	100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Charles **Owner Last Name:** Crapps **Owner Suffix:**

Entity Legal Name: Cannabis Culture, LLC **Entity DBA:**

Entity Description: cultivation

Entity Phone: 706-615-7058 **Entity Email:** crpni@icloud.com **Entity Website:**

Entity Address 1: 280 Capen Rd **Entity Address 2:**

Entity City: Gardiner **Entity State:** ME **Entity Zip Code:** 04345 **Entity Country:** USA

Entity Mailing Address 1: 280 Capen Rd **Entity Mailing Address 2:**

Entity Mailing City: Gardiner **Entity Mailing State:** ME **Entity Mailing Zip Code:** 04345 **Entity Mailing Country:** USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Charles **Owner Last Name:** Crapps **Owner Suffix:**

Entity Legal Name: The Pot Stop, LLC **Entity DBA:**

Entity Description: retail/delivery

Entity Phone: 207-550-7608 **Entity Email:** crpni@icloud.com **Entity Website:**

Entity Address 1: 135 Ocean St, Unit 1 **Entity Address 2:**

Entity City: South Portland **Entity State:** ME **Entity Zip Code:** 04106 **Entity Country:** USA

Entity Mailing Address 1: 135 Ocean St, Unit 1 **Entity Mailing Address 2:**

Entity Mailing City: South Portland **Entity Mailing State:** ME **Entity Mailing Zip Code:** 04106 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 26 Strong Ave

Establishment Address 2:

Establishment City: Northampton **Establishment Zip Code:** 01060

Approximate square footage of the establishment: 500 **How many abutters does this property have?:** 60

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	04.09.20_Form_HCA_Cert-SIGNED.pdf	pdf	603415a859c4f4079dbb2b7b	02/22/2021
Plan to Remain Compliant with Local Zoning	PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	60341622b892bc07d32a59d7	02/22/2021
Community Outreach Meeting Documentation	COMFINAL.pdf	pdf	60388b63e15067356d209558	02/26/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PLAN FOR POSITIVE IMPACT.docxv2.pdf	pdf	60537cca59735d07bd821869	03/18/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) **Other Role:** Owner and Manager

First Name: Kenisha **Last Name:** Allum **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify) **Other Role:** Owner and Manager

First Name: Charles **Last Name:** Crapps **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other (specify) **Other Role:** Owner and Manager

First Name: Thomas **Last Name:** Little **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner **Other Role:**

First Name: Jason **Last Name:** Snodgrass **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	KCCS Certificate of Organization.pdf	pdf	6033ebdac9a47307e6f6f421	02/22/2021
Department of Revenue - Certificate of Good standing	certofgoodstandingdeptofrevenueKCCS.pdf	pdf	603943c5b3603835a49f22a5	02/26/2021
Secretary of Commonwealth - Certificate of Good Standing	certofgoodstandingsecofcomKCCS.pdf	pdf	6039443fefe1e0359b959ae3	02/26/2021
Bylaws	KCCS Operating Agreement.pdf	pdf	603ff8539a694b3583a72218	03/03/2021
Department of Revenue -	KCCS unemployment assistance	pdf	605391cb15bf0e07a4ba578c	03/18/2021

Certificate of Good standing	attestation.pdf

No documents uploaded

Massachusetts Business Identification Number: 001469704

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	PROPOSED TIMELINE.pdf	pdf	6033ef3f7fa14107d4031f32	02/22/2021
Plan for Liability Insurance	PLAN FOR OBTAINING LIABILITY INSURANCE.pdf	pdf	6033efa74ec46c07be83bc2f	02/22/2021
Business Plan	BUSINESS PLAN.docxv2.pdf	pdf	60537fb8c94e7f0783731855	03/18/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	RESTRICTING ACCESS TO AGE 21 AND OLDER.pdf	pdf	6033fd75b892bc07d32a5917	02/22/2021
Prevention of diversion	PREVENTION OF DIVERSION.pdf	pdf	6033fe2ccb9ce807dbbd775a	02/22/2021
Record Keeping procedures	RECORD KEEPING PROCEDURE.pdf	pdf	6033ff55c9a47307e6f6f4c6	02/22/2021
Storage of marijuana	STORAGE OF MARIJUANA.docx.pdf	pdf	6039676b183b5235aa44bd0b	02/26/2021
Quality control and testing	QUALITY CONTROL AND TESTING.docx.pdf	pdf	60396869b64912358e311d70	02/26/2021
Dispensing procedures	Dispensing procedures MC.docx.pdf	pdf	603fd65fc997b43574a1a4e8	03/03/2021
Plan for obtaining marijuana or marijuana products	PLAN FOR OBTAINING MARIJUANA.pdf	pdf	603fd662b3603835a49f341f	03/03/2021
Inventory procedures	INVENTORY PROCEDURES.docx.pdf	pdf	603fd713efe1e0359b95ab62	03/03/2021
Personnel policies including background checks	PERSONNEL POLICIES.pdf	pdf	6042957979e02335ddb609ca	03/05/2021
Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	6042980be15067356d20b325	03/05/2021
Transportation of marijuana	TRANSPORTATION OF MARIJUANA.docxv2.pdf	pdf	605384701c41b407a7672b06	03/18/2021
Energy Compliance Plan	ENERGY COMPLIANCE.docx.pdf	pdf	605384d0c94e7f078373186a	03/18/2021
Maintaining of financial records	MAINTAINING OF FINANCIAL RECORDS.docxv2.pdf	pdf	6053883a5100e00770dae84d	03/18/2021
Security plan	SECURITY PLAN.docxv2.pdf	pdf	6053cafce5be0207aec72354	03/18/2021
Diversity plan	DIVERSITY PLAN.docx.v3.pdf	pdf	6067940b03415644ba104c7f	04/02/2021

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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:
   KCCS, LLC

2. Name of applicant's authorized representative:
   Thomas Little

3. Signature of applicant's authorized representative:
   Thomas Little (Feb 18, 2021 10:05 CST)

4. Name of municipality:
   City of Northampton

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

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).)*:

mayor@northamptonma.gov

8. Host community agreement execution date:

2/17/2021

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.

KCCS will, at all times, remain compliant with the local zoning requirements as set forth in the Northampton Zoning Ordinance and any other additional requirements imposed by local or state governments. KCCS's retail store location at 26 Strong Avenue, Northampton MA, is within the Central Business Zoning District and is a permitted use pursuant to Zoning Ordinance Section 350-2.1 and the Table of Uses.

KCCS will apply for any required local permits, and shall obtain additional building permits and any other local approvals as applicable. KCCS will fully comply with all conditions and requirements in all other local permits.

KCCS will maintain regular and open communication with Northampton officials, and work cooperatively with the municipality to ensure that KCCS remains fully compliant with local laws, regulations, rules, codes and conditions regarding every aspect of KCCS's building and operations.

Additionally, KCCS will maintain positive and cooperative relationships with neighboring residents and businesses by providing contact information for managerial-level staff to our neighbors so that KCCS can immediately address any issues concerning parking, noise or other potential concerns.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): 1/28/2021

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: 1/12/21

    b. Name of publication: Gazette

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: 1/13/21

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: 1/13/21

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:

KCCS, LLC

Name of applicant's authorized representative:

Marvin Cable, Esq.

Signature of applicant's authorized representative:



Attachment A.

LEGAL NOTICES

LEGAL HEADER PV2019 1IN

Legals

Public Hearing
Town of
Westhampton, Massachusetts

The Zoning Board of Appeals for the Town of Westhampton will hold a public hearing for a variance request (v220) submitted by the Town of Westhampton to construct a future safety complex building within the front setback at 48 Stage Road (Lot 23B-9). The petition is made in accordance with the Zoning by-laws of the Town of Westhampton, Section 6.11.

The public hearing will be held via Zoom on Tuesday, January 19 at 6 pm.

Join Zoom Meeting
Meeting ID: 848 1076 5613
Passcode: 606493

January 5, 12

91746

American Heart Association®
www.heart.org

Legals

PUBLIC NOTICE
Easthampton Planning Board

In accordance with MGL, C. 40A S. 11, the Easthampton Planning Board will hold the following public hearing on **Tuesday, January 19, 2021 at 6:00pm via remote meeting:**

Crossfit Stronger than Yesterday LLC - seeking a Special Permit under Sections 12.7, 10.52 and 8.9 of the Easthampton Zoning Ordinance to operate as a fitness center at 168 Northampton Street #2 (Map 114, Parcel 8) in the Highway Business (HB) zoning district.

Applications can be viewed online: easthamptonma.gov/planningboard
To access the meeting:
Computer/Smart Device: zoom.us/join
Phone: (646) 558-8656
Meeting ID: 849 9827 7423

Jesse Belcher-Timme, Chair
Easthampton Planning Board

January 5, 12

93552

LEGAL NOTICE DEADLINES

Monday's paper .....Friday at 9am
Tuesday's paper .....Friday at 4pm
Wednesday's paper..... Monday at Noon
Thursday's paper..... Tuesday at Noon
Friday's paper .....Wednesday at Noon
Saturday's paper.....Thursday at Noon

READERS BEWARE

On occasion ads that run in our newspaper may require an initial investment, such as "Work At Home" ads. We do try to screen ads; however, please thoroughly investigate the situation before sending any money or giving out your credit card numbers, as you do so at your own risk!

Also be aware that ads that have a 900 telephone is an "extra charge (per minute) call". While 800 telephone numbers cost nothing to call, they may refer you to a 900 number with a charge per minute. So please be careful!

Legals

LEGAL NOTICE OF
A VIRTUAL COMMUNITY
OUTREACH MEETING

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for: Thursday, January 28, 2021, at 5:30 P.M., E.S.T. The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on a proposed adult use cannabis retail store to be located at: 26 Strong Avenue, Northampton, MA. Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923 using access code: 635 914 1394. Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/kccs/. The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by e-mailing: law@marvincable.com; or, calling: (413) 268-6500. Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance. More details can be found online at: www.marvincable.com/kccs/.

January 12

96331

Legals

INFORMAL PROBATE
PUBLICATION NOTICE
Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
Hampshire Probate and
Family Court
15 Atwood Drive
Northampton, MA 01060
(413) 585-8500
Docket No. HS20P0663EA

Estate of: Daniel G. Webster
Also Known As: Daniel Webster
Date of Death: October 18, 2020
To all persons interested in the above captioned estate, by Petition of Petitioner Jean Webster of Westhampton, MA & Linda J. Webster of Westhampton, MA a Will has been admitted to informal probate. Jean Webster of Westhampton, MA & Linda J. Webster of Westhampton, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

January 12

95402

Legals

INFORMAL PROBATE
PUBLICATION NOTICE
Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
Hampshire Probate and
Family Court
15 Atwood Drive
Northampton, MA 01060
(413) 585-8500
Docket No. HS20P0681EA

Estate of: Irene Sue Pollin
Also Known As: Irene S. Pollin
Date of Death: July 28, 2020
To all persons interested in the above captioned estate, by Petition of Petitioner Robert N. Pollin of Amherst, MA a Will has been admitted to informal probate. Robert N. Pollin of Amherst MA, James E. Pollin of Chevy Chase MD, & David M. Osnos of Washington DC have been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

January 12

95402

Legals

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 170 E. Hadley Road, Unit 55, The Brook at Amherst Green Condominium, Amherst, MA 01002

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James E. Harris, Jr. to Charter One Bank, F.S.B., and now held by **Citizens Bank, N.A. f/k/a RBS Citizens, N.A. s/b/m Charter One Bank, N.A. f/k/a Charter One Bank, F.S.B.**, said mortgage dated February 14, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6548, Page 136, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at **Public Auction on February 2, 2021**, at 11:00 AM Local Time upon the premises, **directly in front of the building in which the unit is located**, all and singular the premises described in said mortgage, to wit:

Unit 55, the Brook at Amherst Green Condominium, created by Master Deed dated August 23, 1988, and recorded with the Hampshire County Registry of Deeds on August 24, 1988, in Book 3239, Page 323, in accordance with the provisions of General Laws, Chapter 183A.

Said unit, consisting of 1,3940.60 square feet, is conveyed with a 0.75 percentage interest in the common areas and facilities of the Condominium as described in the Master Deed and in The Brook at Amherst Green Condominium Trust under a written declaration of trust dated August 23, 1988 and recorded on August 24, 1988 with said Registry in Book 3240, Page 1.

Said unit is to be used solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Laws of the Town of Amherst and for no other purpose, except as may be expressly permitted by the Trustees in accordance with the provision of The Brook at Amherst Green Condominium Trust.

The Grantee acquires said Unit with the benefit of and subject to the provisions of General Laws, Chapter 1834 relating to condominium, as that statute is written as of the date hereof and as it may hereafter be amended, the Master Deed and Condominium Trust referred to above and any By Laws and Rules and Regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein.

Subject to Declaration of Condominium Trust recorded in Book 3240, Page 1.

Subject to terms and conditions of Master Deed recorded in Book 3239, Page 323.

Subject to easement rights to Connecticut River Power Co. in Book 650, Page 229.

Subject to sewer rights granted to Town of Amherst in Book 705, Page 371 and Book 1331, Page 268.

Subject to easement rights to New Hollister Nominee Trust in Book 3239, Page 319.

Subject to easement rights to New Fort River Nominee Trust in Book 3239, Page 322.

Subject to easement rights to Riverglade Trust in Book 3241, Page 270 and Book 3243, Page 79.

Subject to "Bus Stop" and sewer drain easement in Book 3315, Page 136.

Subject to easement rights to Berkshire Gas Co. in book 3390, Page 242.

Subject to Cable Television Service Agreement with Times Mirror Cable in Book 3685, Page 228.

Being the same premises conveyed to the grantor herein by deed of Robert Ercolini, trustee of Riverglade Nominee trust, dated July 19, 1996 and recorded in Hampshire County Registry of Deeds in Book 4944, Page 55.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated July 19, 1996 and recorded in the Hampshire County Registry of Deeds in Book 4944, Page 55.

Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND ($5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brock & Scott, PLLC
1080 Main Street, Suite 200
Pawtucket, RI 02860
Attorney for Citizens Bank, N.A. f/k/a RBS
Citizens, N.A. s/b/m Charter One Bank, N.A. f/k/a
Charter One Bank, F.S.B.
Present Holder of the Mortgage
401-217-8701
B&S File No: 18-16126 FC01

December 29
January 5, 12

92151

Legals

NOTICE OF MORTGAGEE'S
SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James E. Fogg to Mortgage Electronic Registration Systems, Inc., as nominee for Applied Mortgage Services Corp., dated March 31, 2006 and recorded in the Hampshire County Registry of Deeds in Book 8673, Page 101, as modified by a certain modification agreement dated September 21, 2018, and recorded with said Hampshire County Registry of Deeds in Book 13108, Page 24 of which mortgage the undersigned is the present holder, by assignment from:

Mortgage Electronic Registration Systems, Inc., as nominee for Applied Mortgage Services Corp. to SunTrust Mortgage, Inc., recorded on September 6, 2016, in Book No. 12395, at Page 321

SunTrust Bank successor by merger to SunTrust Mortgage, Inc. to Specialized Loan Servicing LLC, recorded on May 14, 2019, in Book No. 13259, at Page 51

for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 2:00 PM on January 28, 2021, on the mortgaged premises located at 33 South Street, Chesterfield, Hampshire County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:
The land with the buildings and improvements thereon situated in Chesterfield, Hampshire County, Massachusetts, bounded and described as follows: PARCEL I: A certain tract or parcel of land situate on the Westerly side of South Street in Chesterfield, Hampshire County, Commonwealth of Massachusetts, more particularly bounded and described as follows: Beginning at an iron pipe on the Westerly side of said South Street in said Chesterfield, the same being the Northeasterly corner of the land herein conveyed and the same being the Southeasterly corner of land formerly of John Fogg et ux; thence Westerly along land formerly of John Fogg et ux, one hundred seventy-four (174) feet, more or less, to said Fogg's Southwesterly corner; thence Southerly along other land now or formerly of Ernest I. Donovan et ux, three hundred and seven (307) feet to land now or formerly of Winston Bancroft; thence Easterly along land now or formerly of said Bancroft, two hundred and twenty-four (224) feet, more or less, to the Westerly side of said South Street, thence Northerly along said South Street, three hundred and sixty-five (365) feet, more or less, to the point of beginning. Reserving to Ernest I. Donovan et ux, their heirs and assigns, a right of way twelve (12) feet wide, for all purposes, along the Southerly side of the granted premises, against land now or formerly of said Winston Bancroft. Subject to an easement, forty-four (44) feet wide, along the southerly side of the premises, granted by James E. Fogg to Scott W. Judd, dated April 3, 2006 and recorded in the Hampshire Registry of Deeds in Book 8673 Page 100. PARCEL II: A certain parcel of land, with buildings thereon, situated in Chesterfield, on a highway leading from Chesterfield to Huntington, passing the dwelling houses now or formerly of A. W. Nichols, bounded and described as follows: Commencing at the Southeast corner of the house lot now or formerly of A. W. Nichols; thence Southerly on the aforementioned highway about 100 feet to a stake; thence Westerly about one hundred and twenty (120) feet to a stake and stones; thence Northerly about one hundred (100) feet to the Southwest corner of the house lot now or formerly of Nichols; thence Easterly on a line of land of said Nichols to the highway and the point of beginning. BEING the same premises conveyed to the mortgagor herein by deed of James F. Carey, dated March 31, 2006 and recorded in the Hampshire Registry of Deeds on April 5, 2006 in Book 8673, Page 96 . SUBJECT TO a boundary agreement and quitclaim deed of Scott W. Judd and James E. Fogg dated April 1, 2006 and recorded on April 5, 2006 in the Hampshire Registry of Deeds in Book 8673 . Page 98 .

For mortgagor's(s') title see deed recorded with Hampshire County Registry of Deeds in Book 8673, Page 96 & 98.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Five Thousand ($5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

SPECIALIZED LOAN SERVICING LLC
Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California St.
Newton, MA 02458
(617)558-0500
18789

January 5, 12, 19

93750

Legals

NOTICE OF MORTGAGEE'S
SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Suzanne Lacroix-Clark and Raymond E. Clark to Wilmington Finance dated April 1, 2005, recorded at the Hampshire County Registry of Deeds in Book 8245, Page 297; said mortgage was then assigned to CitiFinancial Mortgage Company, Inc. by virtue of an assignment dated September 30, 2005, and recorded in Book 8473, Page 206; and further assigned to LSF7 Bermuda NPL VI Trust by virtue of an assignment dated February 14, 2011, and recorded in Book 10495, Page 348; and further assigned to U.S. Bank Trust N.A., as trustee for LSF7 Bermuda NPL V Trust by virtue of an assignment dated October 3, 2012, and recorded in Book 11082, Page 163; and further assigned to U.S.Bank Trust, N.A., as trustee for Volt Asset Holdings NPL 3 by virtue of an assignment dated October 3, 2012, and recorded in Book 11082, Page 165; and further assigned to U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS2 by virtue of an assignment dated May 15, 2019, and recorded in Book 13297, Page 316; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 10:00 AM on February 4, 2021, on the mortgaged premises. This property has the address of 30 Knights Street, Belchertown, MA 01007. The entire mortgaged premises, all and singular, the premises as described in said mortgage:

THE land known as Lot #9.2 on assessors Map No. 201 and shown as "Assessors Map 2, Lot 14A" on a "Plan of Land in Belchertown, MA, prepared for Evelyn R. Lodge" by Richard J. LaGarge, Sr. PLS, dated July 17, 1992, and recorded with Hampshire County Registry of Deeds in Plan Book 179, Page 58. More particularly bounded and described as follows: BEGINNING at an iron pin set in the southerly line pin set in the southerly line of Knight Street and running South 79 degrees 12 minutes 21 seconds East, 61.98 feet to the end of a stone wall fragment; THENCE continuing South 76 degrees 01 minutes 00 seconds East, 78.02 feet to an iron pin; THENCE turning and running along the town line between Pelham and Belchertown South 06 degrees 16 minutes 14 seconds West, 290.00 feet to iron pin set; THENCE turning and running North 76 degrees 01 minutes 00 seconds West, 140.00 feet to an iron pin set; THENCE turning and running North 06 degrees 11 seconds 53 minutes East, 286.57 feet to the point of BEGINNING. Parcel ID No. MAP 201 LOT 9.2 District: Section: Block: Lot: 30 KNIGHTS STREET, BELCHERTOWN MA Raymond E Clark and Suzanne Lacroix-Clark by deed dated 2/22/02 recorded 4/4/02 in Book 6599 Pg 112.

Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale.

Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS ($10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale.

Dated: December 22, 2020 U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for Legacy Mortgage Asset Trust 2018-GS2 By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921- 2670 www.dgandl.com 53263 (CLARK)

January 5, 12, 19

92136

Please Recycle This Newspaper

LAW OFFICES OF
MARVIN CABLE
76 Gothic Street; Northampton MA, 01061

Attachment B.

January 9, 2021

CITY CLERK OF NORTHAMPTON
210 MAIN ST. ROOM 4.
NORTHAMPTON, MA 01060

Re: **LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING**

Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for: Thursday, January 28, 2021, at 5:30 P.M., E.S.T.

The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on a proposed adult use cannabis retail store to be located at: 26 Strong Avenue, Northampton, MA.

Participants may choose to attend the meeting either online or by telephone. The Virtual Community Outreach Meeting via Zoom is available at the following link: www.marvincable.com/zoom/ or via telephone at: +1 (646) 876-9923 using access code: 635 914 1394.

Meeting agenda and materials to be presented will be available electronically 24 hours in advance. To access the agenda and meeting materials, please visit: www.marvincable.com/kccs/.

The Public will have an opportunity to ask questions and provide feedback prior to and during the meeting. Questions can be submitted in advance by e-mailing: law@marvincable.com; or, calling: (413) 268-6500.

Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance.

More details can be found online at: www.marvincable.com/kccs/.

Again, feel free to contact us with any questions or concerns.

Cordially,

Marvin Cable, Esq.

LAW OFFICES OF
MARVIN CABLE
76 Gothic Street; Northampton MA, 01061

Attachment C.

[redacted]

January 9, 2021

Re: **LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING**

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Please contact us by e-mail or phone with problems joining the meeting, questions about the meeting, and for any other assistance.

More details can be found online at: www.marvincable.com/kccs/.

Again, feel free to contact us with any questions or concerns.

Cordially,

Marvin Cable, Esq.

APPROVAL FROM HOST COMMUNITY FOR A VIRTUAL COMMUNITY OUTREACH MEETING.

WHEREAS, KCCS, LLC, ("Applicant") seeks to establish a cannabis retail establishment in Northampton, MA, ("Host Community") and wishes to conduct a community outreach meeting;

WHEREAS, the Commonwealth of Massachusetts Cannabis Control Commission ("CCC"), pursuant Administrative Order No. 2, ADMINISTRATIVE ORDER ALLOWING VIRTUAL WEB-BASED COMMUNITY OUTREACH MEETINGS, ("ORDER"), has determined that the requirement that an applicant hold an in person Community Outreach Meeting required by 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9) and Guidance for Applicants on Community Outreach, would cause applicants undue hardship and risk public health, safety and welfare given the limitation of gatherings in accordance with the Governor's Essential Services And Revised Gatherings Order;

WHEREAS, pursuant Order, an applicant for a cannabis retail establishment may conduct a virtual community outreach meeting with written approval from the host community;

WHEREAS, a Community Outreach Meeting conducted in accordance with Order shall be deemed compliant for the purposes of applying for licensure;

NOW, THEREFORE, in consideration of the recitals above the Host Community and Applicant agrees as follows:

1. The Host Community grants permission for Applicant to conduct a virtual web-based community outreach meeting

2. Applicant shall comply with all requirements as set forth by Order. This includes compliance with the following requirements:

    a. The technology, including public interaction capabilities, shall be tested at least once prior to the date of the meeting.

    b. The Applicant shall follow all accessibility requirements, including the Americans with Disabilities Act (ADA) Accessibility Guidelines. This shall include, but is not limited to, closed captioning. The Applicant may wish to liaise with the host community's ADA coordinator.

    c. The Applicant shall ensure full notice of the meeting in accordance with 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9).

d. The Applicant shall provide in the notice instructions on how to join and participate in the meeting. The Applicant may wish to provide instructions in any language common to the host community.

e. The Applicant shall accept questions submitted in advance, which the Applicant shall respond to during the meeting. The Applicant shall detail how to submit questions in the notice.

f. The Applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting.

g. The Applicant shall enable communication that allows for engagement, questions and other interaction between the Applicant and residents of the Host Community.

h. The Applicant shall designate a meeting moderator, that individual shall not be associated with the Applicant but may be associated with the Host Community. The moderator shall allow any meeting participant to offer questions or comments and allow for follow-up questions.

i. The Applicant shall submit to the CCC the number of participants attending the meeting.

j. The Applicant shall submit to the CCC a recording of the meeting as an attachment to their license application.

k. The Applicant shall submit a recording of the meeting to the Host Community in a form or manner conducive for replay on local cable access or other broadcast means at the Host Community's discretion.

l. With the exception of holding an in-person meeting, the Applicant shall comply with all other requirements of 935 CMR 500.101(1)(a)(9) or 935 CMR 501.101(1)(a)(9) and Guidance for Applicants on Community Outreach.

3. Applicant will notify Host Community if any requirement set fourth in the Order or any other legal requirement, cannot be satisfied.

4. The Effective Date of this document is the date of the last signature below.

5. This document shall expire upon either expiration of Order, written notice by Host Community, or 6 months after Effective Date.

6. The parties to this document, Applicant and Host Community, indicate that they understand and agree to the terms of permission from Host Community with their signatures below:

Name of Applicant	KCCS, LLC
Signature of Applicant's authorized representative	
Name of Applicant's authorized representative	Marvin Cable, Esq.
Date	December 21, 2020
Email address of Applicant's authorized representative	marvin@marvincable.com
Name of municipality – Host Community	City of Northampton
Signature of municipality's contracting authority or authorized representative	
Name of municipality's contracting authority or authorized representative	David J. Narkewicz, Mayor
Date	12/21/2020
Email address of contracting authority or authorized representative of municipality	mayor@northamptonma.gov

Disclosure of relationship and interest of Marvin Cable.

Marvin Cable, Esq. is counsel for KCCS, LLC ("KCCS"). Attorney Cable has no ownership in, nor control of KCCS's business. Attorney Cable is paid to provide legal guidance and legal services relating to KCCS's potential Marijuana Establishment.

Marvin Cable, Esq.'s contact information is as follows:

Law Offices of Marvin Cable

P.O. Box 1630

76 Gothic Street

Northampton, MA 01060

law@marvincable.com

+1 (413) 268-6500

Plan for Positive Impact.

KCCS has set a goal of hiring 15% employees impacted by drug convictions or that reside from communities disproportionately impacted by the war on drugs. KCCS will focus on the nearby communities of Holyoke and Amherst to achieve these hiring goals, as well as looking to hire employees who have been impacted by drug convictions. KCCS has set a second goal of assisting aspiring entrepreneurs who are either Certified Economic Empowerment recipients or Social Equity Program participants. The summary below will outline the programs KCCS will implement and the metrics used to measure success.

KCCS's 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.

In implementing this plan, KCCS will not violate the Commission's regulations with respect to limitations on ownership or control pursuant to 935 CMR 500.050(1)(b) or other applicable state laws.

Goals:

1) KCCS will set a goal to hire 15% of employees who are Massachusetts residents that have had past drug convictions or that reside in communities disproportionately impacted by the war on drugs.

2) KCCS will assist at least one Economic Empowerment or Social Equity applicant by providing a low-interest loan or funding through an investment vehicle most appropriate to the applicant's business circumstances. The loan/investment will be at least $5,000. This financial assistance will be accompanied by mentorship and guidance.

Programs:

1) When hiring, KCCS will post advertisements in local newspapers and/or electronic job posting sites, including the communities of Holyoke and Amherst stating that we encourage applications from individuals (aged 21 or older) who

have been convicted of a drug offense, or who have been impacted by a family member's drug conviction. When local newspapers are selected for job postings and recruitment purposes, KCCS intends to utilize the Daily Hampshire Gazette and/or the Springfield Republican. When online job posting sites are selected for job postings and recruitment purposes, KCCS intends to utilize at least one of the following: Indeed.com, LinkedIn.com, Monster.com, Snagajob.com, or other award winning and effective online job posting website.

2) To accomplish the loan/investment goal, KCCS will solicit applications from Economic Empowerment and Social Equity applicants for investment and mentorship assistance for success in the cannabis industry. The application will assess financial need, program track and viability of business plan, and verification of Economic Empowerment or Social Equity status. Selection criteria will prioritize applicants that are most in need of financial assistance and mentorship, applicants that will most benefit from this program, and applicants who document a convincing likelihood of success and whose likelihood of success will materially improve as a result of the assistance provided through this program. KCCS will choose an applicant by a vote of the KCCS members. The recipient will be offered either a low-interest loan or a similarly favorable investment instrument, depending on the needs of the recipient's business model. KCCS will provide regular mentorship and advice as the applicant develops a business plan, applies for a license, and commences operations.

Metrics:

1) KCCS will count the number of individuals hired who have past drug convictions, and reside in Holyoke or Amherst at the time of hire. This number will be assessed from the total number of individuals hired to ensure that 15% of all individuals hired fall within this goal. The goal percentage will be calculated with every new hire. KCCS management will make quarterly assessments of the effectiveness of the Program, and will consider ongoing modifications to better succeed in reaching the Goal based on evaluation of the data.

2) KCCS will document in a report the application and selection process of the loan/investment recipient, the terms of the investment, a description of mentoring provided, and a description of the recipient's progress towards licensure. KCCS will solicit an evaluation or feedback from the recipient regarding the effectiveness of this program which will be included in the report.

KCCS acknowledges that the success and outcomes of this Program will be reported to the CCC as part of the license renewal process.

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: 001469704

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

2a. Location of its principal office:
No. and Street: 26 STRONG AVE
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 26 STRONG AVE
City or Town: NORTHAMPTON State: MA Zip: 01060 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:
APPLYING FOR MARIJUAN RETAIL LICENSE WITH CANNABIS CONTROL COMMISSION, AN D RELATED LAWFUL BUSINESS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: MARVIN CABLE
No. and Street: 76 GOTHIC STREET
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

I, MARVIN CABLE 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	CHARLES NICHOLAS CRAPPS	26 STRONG AVE NORTHAMPTON, MA 01060 USA
MANAGER	THOMAS WILLIAM CLAYTON LITTLE	26 STRONG AVE NORTHAMPTON, MA 01060 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	Address (no PO Box)

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	JASON SCOTT SNODGRASS	26 STRONG AVE NORTHAMPTON, MA 01060 USA
SOC SIGNATORY	KENISHA LAVERNE ALLUM	26 STRONG AVE NORTHAMPTON, MA 01060 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	JASON SCOTT SNODGRASS	26 STRONG AVE NORTHAMPTON, MA 01060 USA
REAL PROPERTY	CHARLES NICHOLAS CRAPPS	26 STRONG AVE NORTHAMPTON, MA 01060 USA
REAL PROPERTY	KENISHA LAVERNE ALLUM	26 STRONG AVE NORTHAMPTON, MA 01060 USA
REAL PROPERTY	THOMAS WILLIAM CLAYTON LITTLE	26 STRONG AVE NORTHAMPTON, MA 01060 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of November, 2020,
JASON S SNODGRASS

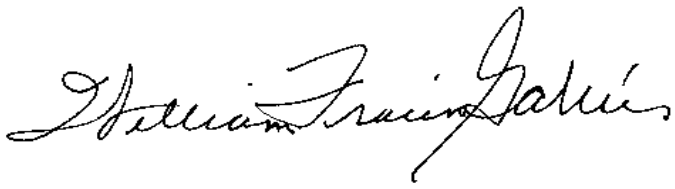
(The certificate must be signed by the person forming the LLC.)

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

November 10, 2020 10:05 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

mass.gov/dor

Letter ID: L1671056704
Notice Date: February 15, 2021
Case ID: 0-001-097-934

CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS

000117

MARVIN CABLE
KCCS, LLC
76 GOTHIC ST
NORTHAMPTON MA 01060-3018

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for KCCS, LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 46n4s2

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

February 18, 2021

TO WHOM IT MAY CONCERN:

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

KCCS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 10, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **CHARLES NICHOLAS CRAPPS, THOMAS WILLIAM CLAYTON LITTLE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHARLES NICHOLAS CRAPPS, THOMAS WILLIAM CLAYTON LITTLE, JASON SCOTT SNODGRASS, KENISHA LAVERNE ALLUM**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHARLES NICHOLAS CRAPPS, THOMAS WILLIAM CLAYTON LITTLE, JASON SCOTT SNODGRASS, KENISHA LAVERNE ALLUM**



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

William Francis Galvin

Secretary of the Commonwealth

Processed By:NGM

Partnership & Operating Agreement of KCCS, LLC

THIS PARTNERSHIP & OPERATING AGREEMENT is made effective as of this 21st day of October, 2020, by and among the Company and the persons executing this Partnership & Operating Agreement as Members.

WITNESSETH:

WHEREAS, the Company is being concurrently organized under the Massachusetts Limited Liability Company Act, MASS. GEN. LAWS ch. 156C, *et seq.,* with the execution of this Partnership & Operating Agreement; and

WHEREAS, the parties to this Partnership & Operating Agreement desire to make provision for the harmonious operation of the Company.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION

1.01 Formation of Company. The Company has been organized as a Massachusetts Limited Liability Company under the laws of the Commonwealth of Massachusetts by filing the Articles of Organization for the Company pursuant to the Massachusetts Act. This Partnership & Operating Agreement is subject to, and governed by, the Massachusetts Act and the Articles of Organization of the Company filed with the Massachusetts Secretary of Commonwealth. In the event of a direct conflict between the provisions of this Partnership & Operating Agreement and the mandatory provisions of the Massachusetts Act or the provisions of the Articles of Organization of the Company, such provisions of the Massachusetts Act or the Articles of Organization, as the case may be, shall be controlling.

1.02 Definitions: The following terms used in this Partnership & Operating Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following meanings:

"Articles of Organization" shall mean the Company's Articles of Organization as filed with the Secretary of Commonwealth of Massachusetts, as the same may be amended from time to time.

"Assignee" or "Transferee" shall mean, except where the context requires otherwise, any Person or Entity to whom a Membership Interest shall have been transferred, without the consent of all Members of the Company.

"Capital Account" shall mean a capital account maintained for the Members.

"Capital Contribution" shall mean any contribution, as defined in

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MASS. GEN. LAWS section 27 of Chapter 156C, to the capital of the Company in cash, property, or services by a Member whenever made.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall refer to KCCS, LLC, Massachusetts Limited Liability Company;

"Deficit Capital Account" shall mean the deficit balance of a Member's Capital Account as of the end of a taxable year, adjusted as may be provided herein.

"Dissolution Event" shall mean an occurrence as defined in § 13.1(a) of this Partnership & Operating Agreement.

"Distribution" shall mean a Member's portion of the Company's Distributable Cash as defined in § 10.1 of this Partnership & Operating Agreement.

"Distributable Cash" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders and/or federal, state and local taxes as applicable; (b) all cash expenditures incurred incident to the normal operation of the Company's business; (c) such Reserves including an amount for the following month's forecast expenses including Provision for Taxes as the Members deem reasonably necessary to the proper operation of the Company's business as determined at least monthly in accordance with the accounting methods followed for Federal and/or State income tax purposes as applicable.

"Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Partnership & Operating Agreement and the Massachusetts Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"Effective Date" shall mean the date the Articles of Organization are filed with and accepted by the Secretary of Commonwealth of Massachusetts.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or associations or a foreign trust or foreign business organization.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

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"General Manager" shall mean the Person or Entity (who may be a Member) designated by the Members pursuant to this Partnership & Operating Agreement to manage the Company.

"Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act, Chapter 156C et seq., as amended from time to time.

"Immediate Family" shall mean a Member's spouse, children (including natural, adopted and stepchildren), and grandchildren.

"Initial Capital Contribution" shall mean the initial contribution to the capital of the Company made by a Member pursuant to this Partnership & Operating Agreement.

"Majority Interest" shall mean Sharing Ratios of Members which, taken together, exceed fifty percent (50%) of the aggregate of all Sharing Ratios.

"Member" shall mean each of the parties who executes an original or a counterpart original of this Partnership & Operating Agreement as a Member and each of the parties who may hereafter become Members.

"Managing Member" shall mean a Member pursuant to this Partnership & Operating Agreement that may also have the right to participate in the management of the business and affairs of the Company.

"Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Partnership & Operating Agreement or the Massachusetts Act.

"Net Profits" and/or "Net Losses" shall mean the Company's sum of total gross sales and interest income; less the sum of operating expenses, interest expenses, and forecast Provisions for Taxes on income resulting in net income or loss, respectively, as determined at least monthly in accordance with the accounting methods followed for Federal and/or State income tax purposes as applicable.

"Partnership & Operating Agreement" shall mean this Partnership & Operating Agreement, as originally executed and as amended from time to time.

"Permitted Transferee" shall mean any member of the Member's Immediate Family, or a Person controlled by such Member or by Members of the Member's Immediate Family.

"Provision for Taxes" shall mean the Company's total sales less the cost of expenses allowable under both Federal and State tax law multiplied by the:

a. Federal tax rate percentage (%) for Federal taxes; and
b. State tax rate percentage (%) for State taxes.

based on the Company electing to be taxed as a C-Corporation with the Internal Revenue

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Service as determined at least monthly in accordance with the accounting methods followed for Federal and/or State income tax purposes as applicable. As of the date of this Partnership & Operations Agreement, the corporate federal tax rate percentage is 21% and the Commonwealth of Massachusetts tax rate percentage is 8%. The allowable expenses for tax reporting purposes at the time of this agreement are the cost of goods sold (COGS).

"Reserves" shall mean funds set aside or amounts allocated each month to reserves which shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Sharing Ratio" with respect to any Member shall mean the number of Units held by a Member in relationship to the number of Units held by all Members.

"Substitute Member" shall mean any Person admitted as a Member to the Company with all of the rights of a Member who has transferred all of such Member's Membership Interest in the Company with the unanimous consent of all other Members of the Company as provided in this Partnership & Operating Agreement.

"Transferor" or "Transferring Member" shall mean a Member or Economic Interest Owner who sells, assigns, pledges, hypothecates or otherwise transfers for consideration or gratuitously all or any portion of its Membership Interest or Economic Interest.

"Treasury Regulations" or "Regulations" shall mean the Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Shareowner Unit" or "Units" shall mean a Member's entire interest in the Company as determined under this Agreement, including such Member's Economic Interest and, with respect to Members, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Partnership & Operating Agreement.

ARTICLE II

ORGANIZATION OF THE COMPANY

2.1 Name. The name of the Company is KCCS, LLC, (KCCS) and all Company business shall be conducted in that name and/or DBA "*Cannabis Culture*" or similar name for the Store.

2.2 Principal Place of Business. The principal place of business of the Company within the Commonwealth of Massachusetts will be the Store's location when lease agreement is signed, currently targeting Northampton Massachusetts 01061. The Company may locate its places of business and registered office at any other place or places, as the Members may from time to time deem advisable.

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2.3 Registered Office and Registered Agent. The Company's initial registered office shall be at the Law Offices of Marvin Cable located at 76 Gothic Street, Northampton, MA 01060 and the name of its initial registered agent at such address is Marvin Cable. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of Commonwealth of Massachusetts pursuant to the Massachusetts Act and the applicable rules promulgated thereunder.

2.4 Term. The term of the Company shall commence on the Effective Date, and the Company shall continue in existence in perpetuity, or such earlier times as this Partnership & Operating Agreement or the Massachusetts Act may specify.

2.5 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership, or joint venture) and that no Member be a partner or joint venturer of any other Member for any purposes other than Federal and State tax purposes as applicable, and this Partnership & Operating Agreement may not be construed or interpreted to suggest otherwise.

ARTICLE III

BUSINESS OF THE COMPANY

3.1 Permitted Business. The business of the Company shall be applying for a marijuana retail license with Cannabis Control Commission, and profitable operations of the related lawful marijuana retail business in the Commonwealth of Massachusetts currently scheduled to be located in Northampton, Massachusetts 01060 (the "Store"). The Store's name will be identified by the Managing Members "Cannabis Culture" or similar and will be different than the Company name referenced in section 2.1.

(a) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Massachusetts Act.

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names, addresses and number of Shareowner Units of the Members are as set forth

below: Members

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Member Name	Ownership Interest	Member Type
Kenisha Laverne Allum 11196 Unit 10 County Line Rd Midland, GA 31820	51% (51 Shareowner units; 2 vote)	Managing Member
Charles Nicholas Crapps 135 Ocean St South Portland, ME 04106	4% (4 Shareowner units; 1 votes)	Managing Member
Thomas William Clayton Little 2036 Sweetgum Dr Hoover, AL 35244	25% (25 Shareowner units; 1 vote)	Managing Member
Jason Scott Snodgrass 2327 Twenty One Cotton Lawrenceville, GA 30044	20% (20 Shareowner units; 0 votes)	Member

ARTICLE V

MANAGEMENT

5.1 Conduct of Business. The business and affairs of the Company shall be managed by its Members, acting jointly in accordance with ownership interest, voting rights and member type. The Managing Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the Management of the Company's business. When matters related to the management and operation of the business arise of which unanimous consent of the members does not exist, a majority vote of the members shall constitute the final, controlling decision related to each respective matter. The Company shall, in good faith, attempt to obtain all the required licenses and permits to operate the Store and remain in compliance with all applicable state laws and local bylaws or ordinances.

5.2 Appointment of General Manager. The Members may, from time to time, designate a Person or Entity (who may be a Member) to act as the General Manager of the Company. The General Manager shall act at the direction and authorization of the Members. When so directed and authorized in accordance with the Company's Expenditure Authorization Policy, the General Manager shall have the power to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the company's assets or obligations; provided, however, that exclusive authority to make the management decisions necessary to the conduct of the Company's business shall be vested solely in the Members. The General Manager shall have physical possession of the books and records of the Company, shall give such notes, reports and advice to the Members as may, from time to time, be required or deemed advisable, and shall perform the necessary ministerial functions of the Company. In accordance with

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5.3 Liability for Certain Acts. No Manager or Member has guaranteed or shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. Notwithstanding Section 22 of the Massachusetts Act, no Member or Manager of a limited liability company shall be personally liable, directly or indirectly, including, without limitation, by way of indemnification, contribution, assessment or otherwise, for any such debt, obligation or liability of the limited liability company solely by reason of being a member or acting as a manager of the limited liability company except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager or Member received a personal benefit in violation or breach of the provisions of this Partnership & Operating Agreement.

The Manager and Members shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data prepared or presented by: (i) any one or more Members, Managers, Officers or employees of the Company whom the Manager and Members reasonably believe to be reliable and competent in the matter presented, (ii) legal counsel, public accountants, or other persons as to matters the Manager or Members reasonably believe are within the person's professional or expert competence, or (iii) a committee of Managers of which he or she is not a member if the Manager reasonably believes the committee merits confidence.

5.4 Managers and Members Have No Exclusive Duty to Manage Company. With exception to the Appointment of the General Manager, Thomas William Clayton Little, no Member shall be required to manage the company as the Manager's or Member's sole and exclusive function and the Manager and Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member or Manager shall have any right, by virtue of this Partnership & Operating Agreement, to share or participate in such other investments or activities of the Manager or other Members or to the income or proceeds derived therefrom. The Manager and Members shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or ventures.

5.5 Bank Accounts. The Managing Members may from time to time open bank accounts in the name of the Company with Members having signatory authority. The Members shall designate one Member to have full access to said bank accounts with the ability to conduct transactions therein and the remaining Members' shall be able to view all transactions within each account. The Members will ensure the Store's money shall be used for business purposes and not be spent on personal related expenses. Personal related expenses inadvertently spent, must be repaid in a timely manner.

5.6 Indemnity of the Managers, Members, Employees and Other Agents. To the fullest extent permitted by Section 8 of the Massachusetts Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company, the Manager's or Member's participation in the management, business, and affairs of the Company or such Manager's or Member's activities on behalf of the Company. To the fullest extent permitted by Section 8 of the Massachusetts Act, the Company shall also indemnify its Officers, employees and other agents who are not Managers or Members arising from any loss, cost, expense, damage, claim or demand in connection with the Company, any such Person's participation in the business and affairs of the Company or

such Person's activities on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation on Liability. Each Member's liability shall be limited as set forth in this Partnership & Operating Agreement, the Massachusetts Act and other applicable law.

6.2 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the company beyond his respective Capital Contributions, except as provided by law.

6.3 Priority and Return of Capital. Except as otherwise provided herein, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions of Distributable Cash. This Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE VII

MEMBERSHIP INTEREST CERTIFICATES

7.1 1 Membership Interests Register. The founding Membership has been established in ARTICLE IV. If the Members so choose, the Company will keep at its principal office, or at the office of its transfer agent, wherever located, with a copy at the principal office of the company, a book to be known as the Membership Interests Register containing in alphabetical order the name of each Member of record, together with the Member's address, the Member's Sharing Ratio, the Member's social security number, and the date of issue. The Membership Interests Register is to be maintained in current condition. Except as otherwise set forth herein, any and all changes in Members or their amount of Capital Contribution are formalized by the execution and filing of an amendment to the appropriate Exhibit of this Partnership & Operating Agreement. The Membership Interests Register (or the duplicate copy maintained at the principal office of the Company) is available for inspection and copying by any Member at any meeting of the Members upon request, or at other times upon the written request of any Member. The Membership Interests Register may be inspected and copied either by a Member, or by the Member's duly authorized attorney or agent in person.

7.2 Transfer Agent; Registrar. The Members may from time to time appoint transfer agents and registrars for the certificates of Membership Interests of the Company, and when any certificate, if issued, is countersigned by a transfer agent or registered by a registrar, the signature of any officer of the Company appearing thereon may be a facsimile signature. In case any officer who signed, or whose facsimile signature was placed upon, any such certificate has died or ceased to be such officer before such certificate is issued, it may nevertheless be issued with the same effect as if the officer continued to hold such office on the date of issue.

7.3 Transfer of Membership Interests. The Membership Interests of the Company, or any portion thereof, shall be transferred only by surrender or sale and the recordation of the transfer upon the Membership Interests Register of the Company as agreed to by the Members listed in ARTICLE IV.

(a) Upon surrender or sale to the Company, or to any transfer agent or registrar, or a certificate of the Membership Interests represented by the certificate surrendered, that is properly endorsed for transfer, accompanied by such assurances as the Company, or transfer agent or registrar may require as to the genuineness and effectiveness of each necessary endorsement and satisfactory evidence of compliance with all applicable laws relating to securities transfers and the collection of taxes, it is the duty of the Company, or such transfer agent or registrar, to issue a new certificate, cancel the old certificate and record the transaction upon the Membership Interests Register of the Company; or unless the Company has determined to no longer issue certificates, to cancel the old certificate, if one was issued, and record the transactions upon the Membership Interests Register of the Company.

(b) Subsequent to the initial transactions required under this Partnership & Operating Agreement, each transfer of the Membership Interests in the Company is to be reported to the officer exercising the duties of a secretary for the Company within ten (10) days after the closing of any agreement to buy or sell the affected Membership Interests. In the event of a transfer by operation of law, whether due to death, a determination of physical, mental or financial incompetency, the appointment of a guardian or conservator, the initiation of bankruptcy proceedings, the entry of a court decree directing a transfer of the Membership Interests of the limited liability company or otherwise, such transfer is to be reported to the officer exercising the duties of a secretary for the Company within ten (10) days after the event causing such transfer, supported by documents evidencing the nature and cause of the transfer such as a court order or a death certificate.

7.4 Registered Members. Except as otherwise required by law, the Company is entitled to treat the person registered on its Membership Interests Register as the Member of the company to whom the rights of ownership of the pertinent proportion of the Membership Interests in the Company belong, being the person exclusively entitled to receive notification and distributions, to vote and to otherwise exercise all the rights and powers of ownership and is not bound to recognize any adverse claim.

ARTICLE VIII

MEETINGS OF MEMBERS; MANNER OF ACTION

8.1 Annual Meeting. The annual meeting of the Members shall be held on the first Tuesday of the second month following the end of the Company's fiscal year, or at such other time as shall be determined by resolution of the Members, commencing with the first full fiscal year following the Effective Date, for the purpose of the transaction of such business as may come before the meeting.

8.2 Special Meetings. Special meetings of the Members, for any purpose or

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purposes, unless otherwise prescribed by statute, may be called by any Member or Members with voting rights.

8.3 Place of Meetings. The Members may designate any place, either within or outside the Commonwealth of Massachusetts, including online, as the place of meeting for any meeting of the Members.

8.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the meeting, either personally or by mail/email, by or at the direction of the person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

8.5 Meeting of all Members. If all of the Members shall meet at any time and place either within or outside of the Commonwealth of Massachusetts, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

8.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

8.7 Quorum. Two Managing Members represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Members so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Members whose absence would cause less than a quorum to be present.

8.8 Manner of Acting. If a quorum is present, the affirmative vote of Members shall be the act of the Members, unless the vote of a greater proportion or number is required by this Partnership & Operation Agreement.

8.9 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing (email) by the Member. Such proxy shall be emailed to all the Members of the Company before or at the time of the meeting.

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8.10 Action by Members without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the necessary Members entitled to vote and required to approve such action and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this section is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

8.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE IX

CONTRIBUTIONS; CAPITAL ACCOUNTS

9.1 Members' Capital Contributions. Each Member shall contribute the following cash, property, or services rendered as its share of the Initial Capital Contribution and/or Capital Contributions once the Company commences operations. Failure to make Capital Contributions as specified will result in forfeiture of Shareowner Units specified and dispersed equally to the remaining Members:

(a) In exchange for fifty one (51) Shareowner Units in the Company, Kanisha Laverne Allum shall contribute Capital Contributions in the form of services rendered associated with obtaining and maintaining all required licenses and permits to operate the Store as the Majority Interest Member. Kanisha Laverne Allum will not engage in any activity competitive with, or adverse to the Company or the Store. No salary or employee compensation shall be paid by the Company for services rendered.

(b) In exchange for four (4) Shareowner Units in the Company, Charles Nicholas Crapps shall contribute zero and 00/100 ($0.00) Dollars in Initial Capital Contributions unless startup costs exceed $100,000.00. If Applicable, Charles Nicholas Crapps shall contribute all remaining costs required beyond $100,000.00 to commence operations of the Store. Once the Company commences operations, Charles Nicholas Crapps shall contribute Capital Contributions by adequately supplying the Store to meet customer demand and at exclusive preferred pricing to sustain maximum monthly profitability of the Store. Additionally, Charles Nicholas Crapps may provide Capital Contributions as services rendered as a Managing Member from time to time. Charles Nicholas Crapps will not engage in any activity competitive with, or adverse to the Company or the Store. No salary or employee compensation shall be paid by the Company for services rendered.

(c) In exchange for twenty five (25) Shareowner Units in the Company, once the Company commences operations, Thomas William Clayton Little shall contribute Capital Contributions in the form of services rendered on a daily basis designated as the General Manager to the Store in accordance with ARTICLE V, section 5.2 and shall permanently relocate to Massachusetts to devote his full time and

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best efforts to manage and oversee the daily operations, maximum profitability and prosperity of the Store. Thomas William Clayton Little will not engage in any activity competitive with, or adverse to the Company or the Store. No salary or employee compensation shall be paid by the Company for services rendered.

(d) In exchange for twenty (20) Shareowner Units in the Company, Jason Scott Snodgrass shall contribute upfront investment for all startup costs as incurred to commence operations for the Store not to exceed one hundred thousand and 00/100 ($100,000.00) Dollars in Initial Capital Contributions to the Company. Jason Scott Snodgrass will not engage in any activity competitive with, or adverse to the Company or the Store. No salary or employee compensation shall be paid by the Company for services rendered.

9.2 Additional Contributions. Except as set forth in section 9.1 herein, no Member shall be required to make any Capital Contributions. To the extent approved by the Members, from time to time, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Members determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Sharing Ratios.

9.3 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or the return of its Capital Contribution, except as otherwise specifically provided for herein.

9.4 Withdrawal or Reduction of Members' Contributions to Capital. A Member, irrespective of the nature of such Member's Capital Contribution, shall not receive out of the Company's property any part of such Member's Capital Contribution.

9.5 No Duty to Establish and Maintain Member Initial Capital Accounts. The Company shall not establish and maintain Capital Accounts for each Member for startup costs outlined in section 9.1. As costs are incurred during the startup period prior to operations, each Member shall be responsible for their portion of Capital Contributions as outlined.

ARTICLE X

DISTRIBUTIONS

10.1 Distributions. Beginning on the date of the grand opening of the Store, the Members have elected for the Company to distribute the Store's Distributable Cash, if any, to the Members on a monthly basis pro rata in accordance with their Sharing Ratios on the first Friday of each calendar month based on the previous month's Net Profits accompanied with the financial records displaying calculations of Net Profits, Provision for Taxes, and the following month's Reserves to substantiate the Companies monthly Net Profits and pro rata distributions for each Member. NOTE: See Distributable Cash, Net Profits, Provision for Taxes, and Reserves in Definitions section 1.02.

10.2 Limitation upon Distributions. No distribution shall be made to Members

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if the Company would not be able to pay its expenses for the following month, whether or not liquidated, matured, asserted or contingent, as they become due in the usual course of business.

10.3 Loans to Company. Nothing in this Partnership & Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by unanimous agreement of the Members.

10.4 Tax Liabilities on Distributions. Pro rata distributions are issued to Members on a monthly basis in accordance with section 10.1. Additionally, the Company elects to be taxed as a C-Corporation so that the Company will be responsible for filing and paying corporate taxes to Federal and State based on profits earned by the business on a monthly basis. As such, each Member acknowledges distributions received under section 10.1 will be subject to additional taxation at the dividend rate, currently 0, 15%, or 20% according to each Member's personal tax tables. THE COMPANY IS NOT RESPONSIBLE TO PAY ANY MEMBER'S TAX LIABILITIES ON DISTRIBUTIONS TO MEMBERS.

ARTICLE XI

ALLOCATIONS

11.1 Allocations of Net Profits and Net Loss. All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members in accordance with their Sharing Ratios identified in Article IV. All items of income, gain, loss, deduction and credit allocable to any Membership Interest that may have been transferred shall be allocated between the Transferor and the Transferee based on the portion of the calendar year during which each was recognized as owning that Membership Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the Transferor or the Transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under § 22-156C Section 29 of the code and the Regulations.

ARTICLE XII BOOKS

AND RECORDS

12.1 Accounting Period. The Company's accounting period shall be the calendar year.

12.2 Records, Audits and Reports. At the expense of the Company, the Managing Members shall maintain records and accounts of all inventories, operations, revenues, and expenditures of the Company on a daily basis utilizing a CPA and/or bookkeeper accordingly. Additionally, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Economic Interest Owner;

(b) Copies of records to enable a Member to determine his relative

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voting rights, if any;

(c) A copy of the Articles of Organization of the Company and all amendments thereto;

(d) Copies of the Company's Federal, State, and local income tax returns and reports, if any, for the three (3) most recent years;

(e) Copies of the Company's written Partnership & Operating Agreement, together with any amendments thereto;

(f) Copies of any financial statements of the Company for the three (3) most recent years.

12.3 Financial Operations Reporting Requirements. The Company shall provide monthly financial report(s)/statement(s) including point of sale system reports of all business transactions (income and expenses) on a monthly basis with each Member(s) Distribution referenced in section 10.1.

12.4 Tax Returns. The Members shall cause the preparation and timely filing of the Company's tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

ARTICLE XIII

CHANGES IN MEMBERS

13.1 Death or Dissolution Event of a Member.

(a) The death, dissolution, or the occurrence of any other event which terminates the continued membership of a Member in the Company (hereinafter referred to as a "Dissolution Event"), shall dissolve the Company unless, within sixty (60) days following the occurrence of the Dissolution Event, the remaining Member(s) unanimously consent to the continuation of the business of the Company (hereinafter referred to as the "Unanimous Consent").

(b) Upon the occurrence of the Dissolution Event, and the Unanimous Consent, the remaining Member(s) shall have an option to purchase such Former Member's Membership Interest unless the Member has an Immediate Family (defined as a spouse or child(ren) with any spouse having priority and right of first refusal) in existence at the time of the Dissolution Event at which time said Immediate Family shall be entitled to immediately take the place of said Member and shall be entitled to all privileges, rights, distributions, income, assets and all other rights flowing from this

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Agreement as if said Immediate Family were a Member of this Agreement from the date of inception. However, no such replacement Member shall be afforded any voting or decision-making authority as may be exist elsewhere in this Agreement unless and until he/she has attained at least twenty five (25) years of age. Otherwise, within thirty (30) days of the Unanimous Consent, said remaining Member(s) shall notify the Company in writing of their desires to purcha se a portion of said Membership Interest. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of said remaining Member not to purchase any of said Membership Interest. Each remaining Member shall be entitled to purchase a portion of said Membership Interest based on the remaining Member's pro rata share of the Sharing Ratios on the date of the Unanimous Consent. In the event any remaining Member elects to purchase none or less than all of such remaining Member's pro rata share of said Membership Interest, then the Company may at its election purchase such portion of said Membership Interest. In the event the Company elects not to purchase said Membership Interest, the unpurchased portion may be purchased by those remaining Members that elected to purchase more than their pro rata share. If the remaining Members fail to purchase the entire Membership Interest of the Fo lmer Member, the same shall pass by operation of law to any Economic Interest Owner or shall remain in the hands of the Former Member. Notwithstanding any provision of this § 13.1 (b) to the contrary, the remaining Members may mutually agree to an allocation of said Membership Interest to be purchased by each of them.

(c) The Former Member's Membership Interest shall be valued according to its book value for Federal income tax purposes, provided, however, that if any party to a purchase of the same pursuant to § 13.1(b) above deems the same to vary from fair market value, an appraisal may be requested. In such event, said Membership Interest shall equal the fair market value of such Membership Interest as determined by agreement within sixty (60) days after the notice of the occurrence of a Dissolution Event or, in case of a failure to agree within such sixty (60) day period, as determined by an appraiser agreeable to all parties, but if a single appraiser cannot be agreed upon within such sixty (60) day period, then the value shall be as determined by three (3) appraisers, under the guidelines below, one selected by the Former Member or such Former Member's trustee(s) or heir(s), one selected by the remaining Member(s), and one selected by the (2) appraisers so named . The appraiser shall be instructed to appraise the fair market value of the underlying assets of the Company in dete lmining the fair market value of the Membership Interest to be valued, without application of any discount to reflect lack of marketability, minority interest or otherwise. The fair market value of the said Membership Interest in the Company shall be based upon the average of the two (2) appraisals closest in amount to each other. The party requesting such appraisal shall pay all expense of the same. The purchase price shall be paid by the Company (if all Members consent in writing) or such remaining Member(s), as the case may be, either: (i) in ten (10) equal annual installments of principal together with interest, commencing to accrue from the date of closing, at the then current Long-Term Applicable Federal Rate (the "AFR") under § 1274(d) of the Code for the month in which the first payment is made (or at a rate per annum equal to what the AFR would be for such month under § 1274(d) of the Code if the AFR is no longer published) to fully amortize such purchase price over such ten (10) payments with the first payment being due and payable fifteen (15) days after the dete lmination of the fair market value of said Membership Interest in the Company, or (ii) within thirty (30) days after the determination of the fair market value of said Membership Interest in the Company, as the Company and/or the remaining Member(s) , as the case may be, may elect in their sole

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discretion.

13.2 Transfer and Assignment of Membership Interests. Members shall be entitled to transfer, assign, convey, and/or sell, all or any part of his/her Membership Interest in the Company based on their sole discretion yet subject to § 13.6 below. The voting rights of the Member's Interest shall remain in accordance with the sharing ratio, e.g. a new member will received a partial vote in proportion to the partial shares purchased. If the Member had no voting rights, then the purchasing Member shall have not voting rights. Transfers in violation of this § 13.2 shall only be effective to the extent set forth in § 13.5(b) hereof.

13.3 Further Restrictions on Transfer. No Member shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of his Membership Interest:
(a) without registration under applicable Federal and state securities laws, or unless he delivers an opinion of counsel satisfactory to the Company that registration under such laws is not required; or (b) if the Membership Interest to be sold or exchanged, when added to the total of all other Membership Interests sold or exchanged in the preceding twelve (12) consecutive months prior thereto, would result in the termination of the Company.

13.4 Substitute Members. A Transferee shall have the right to become a Member if the (a) requirements of §§ 13.2 and 13.3 hereof are met, (b) such person executes an instrument satisfactory to the remaining Members accepting and adopting the terms and provisions of this Partnership & Operating Agreement, and (c) such person pays any reasonable expenses in connection with the admission as a Member.

13.5 Effect of Transfer.

(a) Any permitted transfer of all or any portion of a Member's Membership Interest in the Company will take effect on the first day of the month following receipt by the Members of written notice of transfer. Any Transferee of a Membership Interest in the Company shall take subject to the restrictions on transfer imposed by this Partnership & Operating Agreement.

(b) Upon any transfer of a Member's Membership Interest in the Company in violation of this Partnership & Operating Agreement, the Transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member, but such Transferee shall only be an Economic Interest Owner and only be entitled to receive distributions and the allocations of Net Profits Net Losses which the Transferor of such Membership Interest in the Company would otherwise be entitled under this Partnership & Operating Agreement.

13.6 Right of First Refusal With Respect to Sales.

(a) In the event a Member (hereinafter referred to as "Selling Member") desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Membership Interest in the Company, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefore. The Selling Member shall give written notification to the remaining Members, by certified

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mail or personal delivery, of its intention to so transfer such Membership Interest in the Company, furnishing to the remaining Members a copy of the aforesaid written offer to purchase such Membership Interest in the Company.

(b) The remaining Members, and each of them shall, on a basis pro rata to their Membership Interests or on a basis pro rata to the Membership Interests of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by certified mail or personal delivery, of their intention to do so within fifteen (15) days after receiving written notice from the Selling Member. If none of the remaining Members notify the Selling Member of their desire to exercise this right of first refusal within said fifteen (15) day period of the right of first refusal shall be terminated, and the Selling Member shall be entitled to consummate the sale of its Membership Interest in the Company, or such portion of its Membership Interest described in the written notification, to such third party purchaser. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the Selling Member of their desire to exercise this right of first refusal and to purchase the Selling Member's Membership Interest in the Company upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after the receipt of written notification from the Selling Member of the third party offer to purchase.

(c) In the event of the purchase of the Selling Member's Membership Interest in the Company by a third party purchaser, and as a condition to recognizing the effectiveness and binding nature of any such sale as against the Company or otherwise, (irrespective of whether the Members unanimously approve the substitution of such purchaser as a Substitute Member) the remaining Members may require the Selling Member and the proposed purchaser, Transferee, Assignee, or Substitute Member to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to (i) constitute such purchaser, Transferee, Assignee, or Substitute Member as such; (ii) confirm that the person desiring to acquire a Membership Interest or Membership Interests in the Company, or to be admitted as a Substitute Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Partnership & Operating Agreement, as the same may have been further amended; (iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business; (iv) maintain the status of the Company as an association not taxable as a corporation under the then applicable provisions of the Code; and (v) assure compliance with any applicable State and Federal Securities laws and regulations. Without limiting the generality of this § 13.6(c), the effectiveness of any transfer by a Member may be conditioned, in the discretion of the Members, upon receipt by the Company of: (i) an opinion of counsel satisfactory to the Members (both as to opinion and counsel), the cost of which shall be borne by the Transferor, to the effect

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that such transfer will be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and any applicable state securities laws ("State Act"), and (ii) any other documentation determined by the Members to be necessary or advisable in order to assure that such transfer will not violate applicable securities laws. In addition, without violating the generality of the foregoing, the Members may prohibit any transfer by a Member if such transfer would result in the "termination" of the Company pursuant to § 708 of the Code.

(d) Any sale, transfer, or assignment of a Membership Interest in the Company or subscription of a Member made in compliance with this Article shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article.

13.7 Consent to Transfer of Membership Interests. Notwithstanding the provisions of § 13.2 hereof, each Member agrees that the Member shall, upon request, grant consent to the transfer of a Membership Interest to a Permitted Transferee.

13.8 Change in Ownership of Any Member Entity. Should there occur a change in ownership of any Member that is an entity, said Member shall lose its status as a Member and be defined as an Economic Interest Owner unless the other Members unanimously consented to the change in ownership prior to such act. A change in ownership shall be hereby defined as any change in the ownership of the stock certificates, membership interest certificates, or other beneficial interests of such entity. The other Members hereby reserve the right to wave the enforcement of this provision.

ARTICLE XIV

DISSOLUTION; TERMINATION

14.1 Termination of the Company. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

(a) A determination by all of the Members of the Company that the Company shall be dissolved due to lack of profits;

(b) The occurrence of a Dissolution Event, and the failure of the Company to obtain the Unanimous consent of the Members as provided herein;

(c) Sale of all or substantially all of the assets of the Company; or

(d) The expiration of the term of the Company pursuant to the provisions of § 2.4 hereof.

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14.2 Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Members shall, in the following order, (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Members in kind), (ii) allocate any Net Profits or Net Losses resulting from such sales to the Members' Capital Accounts in accordance with Article XI hereof, (iii) discharge all liabilities of the Company (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (iv) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), (v) discharge any liabilities of the Company to the Members other than on account of their Membership Interests in Company capital or profits, and (vi) distribute the remaining assets in the following order:

(1) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of this Partnership & Operating Agreement to reflect such deemed sale.

(2) The positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, shall be distributed to the Members, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to § 14.2(a)(vi)(l). Any such distributions to the Members in respect to their Capital Accounts shall be made in a timely manner within the calendar year.

(b) Notwithstanding anything to the contrary of this Partnership & Operating Agreement, upon a liquidation, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(c) Upon completion of the winding-up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Members shall comply with any applicable requirements of applicable law pertaining to the winding-up of the affairs of the Company and the final distribution of its assets.

14.3 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the

remaining property and assets have been distributed to the Members, a Certificate of Termination setting forth the information required by the Massachusetts Act may be executed and filed with the Secretary of Commonwealth of Massachusetts in accordance with the Massachusetts Act.

14.4 Return of Contribution Non-Recourse to Other Members. Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is not sufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be cause to be kept by the Members in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owner's or their duly authorized representatives during reasonable business hours.

15.2 Application of Massachusetts Law. This Partnership & Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically the Massachusetts Act.

15.3 No Action for Partition. No Member or Economic Interest Owner has any right to maintain any action for partition with respect to the property of the Company.

15.4 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations.

15.5 Construction. Whenever the singular number is used in this Partnership & Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

15.6 Heading. The headings in this Partnership & Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Partnership & Operating Agreement or any provision hereof.

15.7 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Partnership & Operating Agreement shall not prevent a subsequent act, which would have originally

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constituted a violation, from having the effect of an original violation.

15.8 Rights and Remedies Cumulative. The rights and remedies provided by this Partnership & Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right not to use any or all other remedies. Such rights and remedies are given in addition to any other rights the patties may have by law, statute, ordinance or otherwise.

15.9 Severability. If any provision of this Partnership & Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Partnership & Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

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

15.11 Creditors. None of the provisions of this Partnership & Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.12 Counterparts. This Partnership & Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.13 Investment Representations. ANY SECURITIES CREATED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE MASSACHUSETTS UNIFORM SECURITIES ACT, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION AS MAY BE SET FORTH IN SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON CERTAIN EXEMPTIONS FROM SUCH REGISTRATION SET FORTH IN SUCH ACT, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, HYPOTHECATED , SOLD OR TRANSFERRED EXCEPT IN

COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS PARTNERSHIP & OPERATING AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS. **BY EXECUTING THIS PARTNERSHIP & OPERATING AGREEMENT, EACH MEMBER AFFIRMS THAT THESE SECURITIES HAVE BEEN PURCHASED FOR INVESTMENT FOR HIS OWN ACCOUNT. EACH MEMBER HEREBY WAIVES ANY RIGHT ACCRUING TO THEM HIM BY VIRTUE OF THE COMPANY FAILING TO COMPLY WITH ANY SECURITIES LAWS GOVERNING THE COMPANY, IF ANY.**

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15.14 Federal Income Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Members as determined in their sole discretion. Currently, the Members elect the Company to be taxed as a C-Corporation such that the Company is responsible for corporate taxation. For all purposes permitted or required by the Code, the Members constitute and appoint Charlotte Cathro, as tax matters partner.

15.15 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Partnership & Operating Agreement ("Notices") shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (a) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier) or (b) on the third (3rd) business day (which term means a day when the United States Postal Service, or its legal successor ("Postal Service") is mailing regular deliveries of mail on all of its regularly appointed week-day rounds in following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid certified mail, return receipt requested, with the Postal Service and addressed to the other party at such party's respective address as set forth below, or at such other address as the other patty may hereafter designate by Notice.

15.16 Amendments. Any amendment to this Partnership & Operating Agreement shall be made in writing and be unanimous.

15.17 Invalidity. The invalidity or unenforceability of any particular provision of this Partnership & Operating Agreement shall not affect the provisions hereof, and this Partnership & Operating Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein construed to be in conflict with the provisions of the Massachusetts Act, the Massachusetts Act shall control and such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof, and this Partnership & Operating Agreement shall be construed in all respects as if such conflicting provision were omitted.

15.19 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Managing Members. All funds of the Company shall be used solely for the business of the Company and personal expenditures shall not be allowed whatsoever. All withdrawals from the Company bank accounts shall be made only by a Managing Member or by such person or persons as the Members may designate from time to time.

15.20 Arbitration. Any dispute, controversy or claim arising out of or in connection with, or relating to, this Partnership & Operating Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Northampton, Commonwealth of Massachusetts, pursuant to the commercial arbitration rules then in effect of the America Arbitration Association (or at any time or at any other place or under any other folm of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, State or Federal, having jurisdiction. The expenses of the arbitration shall be

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borne equally by the parties to the arbitration, provided that each patty shall pay for and bear the cost of its own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15.21 Determination of Matters Not Provided For In This Partnership & Operating Agreement. The Members shall decide any questions arising with respect to the Company and this Partnership & Operating Agreement which are not specifically or expressly provided for in this Partnership & Operating Agreement.

15.22 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Partnership & Operating Agreement.

15.23 Exhibits. All exhibits and attachments to exhibits and any other attachments to this Partnership & Operating Agreement are hereby incorporated into this Partnership & Operating Agreement and are hereby made a part hereof as if set out in full in the place that reference is made thereto.

15.24 Time. Time is of the essence of this Partnership & Operating Agreement, and to any payments, allocations and distributions specified under this Partnership & Operating Agreement.

15.25 Title to Company Property. All property shall be owned by the Company and, insofar as permitted by applicable law, the Members shall have no ownership interest in the property. Except as provided by law, an ownership interest in the Company shall be personal property for all purposes.

15.26 Merger. This document represents the sole and entire agreement among the parties hereto. No promise, representation or inducement not contained in this agreement shall be binding on any of the parties hereto unless attached hereto and initialed by all parties to this Agreement or evidenced by a separate written agreement.

15.27 Separate Counsel R eview. All potential members of the Company are advised to have their separate counsel review the terms and conditions of this Agreement as the terms relate to the Member's rights and responsibilities.

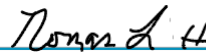
IN WITNESS WHEREOF, the parties have made this Partnership & Operating Agreement effective as of the date and year first above written as signified by the below signatures on the following separate signature pages for each Member:

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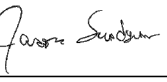
MEMBER CHARLES NICHOLAS CRAPPS:

Signature:  (SEAL)
Charles n crapps (Oct 21, 2020 18:43 EDT)
crpni@icloud.com
Oct 21, 2020

MEMBER THOMAS WILLIAM CLAYTON LITTLE:

Signature:  (SEAL)
Thomas Little (Oct 21, 2020 16:01 CDT)
canniclay80@gmail.com
Oct 21, 2020

MEMBER JASON SCOTT SNODGRASS:

Signature:  (SEAL)
jss027@yahoo.com
Oct 21, 2020

MEMBER KENISHA LAVERNE ALLUM:

Signature:  (SEAL)
Kenisha Allum (Oct 21, 2020 19:39 EDT)
keddie21@gmail.com
Oct 21, 2020

Massachusetts Business Information

ATTESTATION OF INABILITY TO OBTAIN CERTIFICATE OF GOOD STANDING FROM DEPT OF UNEMPLOYMENT ASSISTANCE PRIOR TO HIRING EMPLOYEES

KCCS, LLC

I hereby attest that KCCS, LLC ("KCCS") has yet to hire any employees as of February 17, 2021. As such, KCCS is unable to register with the Massachusetts Department of Unemployment Assistance in order to provide a Certificate of Good Standing (Compliance).

KCCS will register with the Department of Unemployment Assistance in order to obtain this documentation upon commencement of hiring employees.

Sincerely,



Thomas Little (Feb 18, 2021 17:37 CST)

Thomas Little

KCCS, LLC
Managing Member and Person with Direct Authority

Plan for Obtaining Liability Insurance.

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

KCCS has already sought out quotes from liability insurance companies. KCCS intends to start policy coverage shortly after submission of the CCC application and will ensure that a compliant policy is in effect prior to operations.

KCCS
Business Plan
Northampton, MA
January 2021

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Executive Summary

Cannabis Culture is a small boutique dispensary. We focus on bringing an extremely high-quality, clean and compliant line of adult-use cannabis products from local cultivation houses and processors. We have future plans of applying for a license for our own 8,000-10,000 sq. ft. adult use cultivation house in Massachusetts. Bringing our own flower to market will set us apart from the other dispensaries in the area due to our unique formula and careful hand trimming. As our first license will be only adult-use retail, we will source the highest quality adult-use flower and products from other licensed cultivators and manufacturers to feature in our retail establishment.

At Cannabis Culture, customer service, safety, cleanliness, and compliance are our top priorities. We want everyone to enjoy their experience each and every time they enter our retail store. We have built a great team consisting of multiple years of management experience between the four of us. Everyone on our team brings unique areas of expertise that will make a huge impact on our success. This will be our first dispensary in Massachusetts, and we hope to establish various locations throughout the state. This store will lay the foundation for our future in Massachusetts. Through our positive impact plan, we will benefit those who have been most impacted by the war on drugs. As we expand, so will our contributions to the community, and this is our way of giving back to the state for allowing us to operate in Massachusetts. Cannabis Culture is currently established in Maine with a cultivation business operating more than a year, as well as a cannabis dispensary (The Pot Stop) that has been granted a permit and is in the process of preparing to commence operations.

Mission Statement

Our mission is to provide a boutique retail experience offering a curated selection of the best cannabis products Massachusetts has to offer, while also being a great neighbor, and actively working to improve our community.

Team Members

1. Thomas Little

Thomas brings extensive managerial and sales experience. He managed 3 different tax offices for RND tax service for a decade during tax season and worked as a floor manager of sales for Bill Heard Chevrolet during the off seasons. At age 32, Thomas moved to Birmingham, AL and became a real estate appraiser with Certified Valuation Group, LLC. He started as a trainee appraiser and within 2 years was managing the

company. Thomas oversaw paying all bills, license fees, monitoring emails, and payroll, all while being the top producing appraiser.

2. Jason Snodgrass

Jason Snodgrass serves as the Director, Supply Chain Management for an electric cooperative providing transmission service to 38 Electric Membership Cooperatives (EMCs) in the state of Georgia. In this position, he is responsible for the development and implementation of the supply chain management strategy for the corporation. Jason's responsibilities include providing direction and management of GTC's material supply chain processes including inventory control, purchasing, vendor relations, warehouse management, investment recovery, cost reduction initiatives, as well as overseeing critical supply chain support functions. Previously, Jason spent seven years in Planning and almost ten years serving as the Regulatory Compliance Manager for GTC overseeing the corporation's NERC Compliance Program including Critical Infrastructure Protection. He holds a Bachelor of Science in Electrical Engineering from the Georgia Institute of Technology.

3. Kenisha Allum

Kenisha Allum graduated from Columbus State University with bachelor's degrees in business administration and marketing. For many years, Kenisha worked in the hospitality and service industry, first as a server, then a bartender, and eventually an assistant manager. Her duties included: providing solutions for customer/business accounts, utilizing suggestive selling, establishing and cultivating strong relationships with guests, conducting store meetings to set and prioritize goals and engage team participation, and numerous other tasks. These years in the workforce were formative in Kenisha's professional and personal development. Considerable customer service experience, elevation in the ability to acquire and apply knowledge, learning to effectively multi-task, just to name a few, are skills she gained and advanced in that timeframe. After the birth of her son in 2017, she took time to focus on motherhood. By the end of 2018, Kenisha was ready to rejoin the workforce but with limitations. Being a mother is her #1 priority and any career choice must accommodate that. Prior to obtaining her bachelor's degree, Kenisha became licensed in cosmetology and her passion and natural talents have always been with beautification and haircare. Kenisha maintained her active license and after taking many continuing education courses, received a certificate in making hand and machine-made wigs. Finding a niche for this and utilizing her creativity, professional training, sales and customer service experience, in 2019 F.L.Y. Hair Co LLC was created. Feel Like Yourself, FLY Hair Co.'s objective is to provide customers with not only affordable but quality virgin human hair extensions and custom wigs wrapped up in exceptional customer service. Aside from

owning a hair extension company, Kenisha offers hair styling and hair care services to a board clientele.

4. Charles Crapps

Charles is 41 years old and brings valuable experience and entrepreneurial success from the cannabis industry. His father was a decorated war veteran, retiring as a sergeant major in the US Army. His mother is a retired registered nurse. Charles graduated from Columbus Technical Institution in 2004 with an associate's degree in business management. He traveled the world backpacking from 2004-2008, and then moved to Humboldt County, California, where he worked for Hendrix Farms in the cannabis fields. Having learned the craft of cultivation, Charles took his knowledge to Denver when the market opened in 2012 and worked in a hydro lab for the Kwazaneski family until 2015. From there, he moved to Maine and opened a Cultivation House (Cannabis Culture Company) and a cannabis dispensary (The Pot Stop), both in Maine. Those businesses are running smoothly now and Charles expanding further by entering the Massachusetts cannabis market.

ROLES IN THE COMPANY.

1. Thomas Little

Thomas Little will be onsite and overseeing the day to day operations, he will be in control of hiring employees, making work schedules, inventory control, and all other areas of business to ensure that Cannabis Culture becomes and remains compliant with the Cannabis Control Commission along with making us profitable within the first 6 months of operations.

2. Charles Crapps

Charles Crapps will also share managerial roles in the company along with stocking the store with THC and CBD products, accessories and merchandise. Charles along with Kenisha and Thomas will be in control of marketing. He will be there to ensure that all receiving and purchasing is in compliance with the Cannabis Control Commission.

3. Kenisha Allum

Kenisha is the majority ownership and she will be working in the store also. She will help with management of the store, marketing, and will also help to ensure that we are in Compliance with the Cannabis Control Commission.

4. Jason Snodgrass

Jason will not be on site. He will oversee some of the financial handling of the company remotely, overlooking POS software and monthly generated financial reports.

5. License Type

Cannabis Culture is applying for an adult-use retail marijuana establishment license at this location.

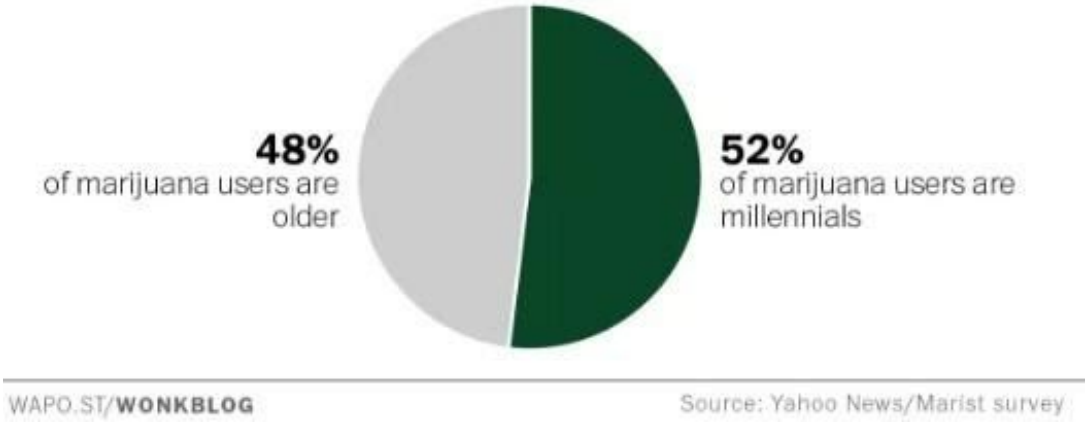
6. Staffing

Currently, Cannabis Culture only plans to hire 2 retail employees within the first year of operations and will assess needs in a continuous manner.

7. Financial Analysis

1. Market Analysis

With our location in Northampton, we will be dealing with a market of roughly 30,000 residents being made up of 35.5% 21-44 year olds and 30.2% ranging from 45-64. Both of these age ranges are our target age demographics and they amount to 65.2% of the market. Studies show that millennials account for the majority of cannabis users, but older generations follow closely behind.



2. Competition

In Northampton there is a successful dispensary called NETA that has been operating for over two years now. They have controlled the market in Northampton for the past two years, so they will become our main competition when we open our doors. However, at least two additional dispensaries (Resinate and Colonial Cannabis) have also recently opened in Northampton. Statistics from Washington State show that in a town of 37,000 people two stores across the street from each other were able to sustain well over $100,000 in revenue for the past 3 months.

- White Rabbit Retail, 15928 WA-99, Lynnwood, WA 98087

Month	Sales	Excise Tax
May-2018	$198,737	$73,533
Apr-2018	$194,741	$72,054
Mar-2018	$211,754	$78,349

- Puff N Chill Cannabis, 15919 WA-99, Lynnwood, WA 98087

Month	Sales	Excise Tax
May-2018	$149,851	$55,445
Apr-2018	$155,519	$57,542
Mar-2018	$168,463	$62,331

3. Our Advantages

With years of experience in the cannabis industry our team brings know-how from all areas of the industry. The signatory, Charles Crapps, has owned and operated cannabis businesses in other states.

4. Northampton Retail Location

The location of the Northampton retail location is 26 Strong Ave, Northampton, MA 01060. The location consists of roughly 900 square feet of space, of which roughly 400 square feet will be accessible to customers. The remaining space will be utilized for back office and inventory as well as employee only accessible space.

There is ample onsite parking and it is one of the only places in the downtown area that offers free parking.

5. Advisors

Our business has sought legal consultation while wading through the licensing and property acquiring procedures. We are working with Law Offices of Marvin Cable to consult with while dealing with different licensing procedures in different cities across Massachusetts.

6. Financial Forecast

In 2021, we are predicting approximately 0.9 million revenue assuming a grand opening date by July 1. In year 2 we are expecting a $2.3 million revenue. We

expect that the first few months will be slow, but we will enter into the $100,000 monthly revenue range by month 4. These numbers can be supported by the following graphs below showing 2 different cities with two stores each to represent growth of stores in cities with a similar sized population.

White Rabbit Retail, Lynnwood, WA

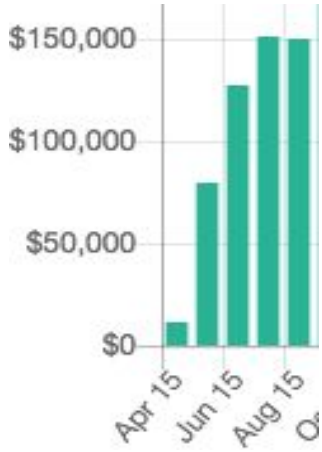


Store Name: White Rabbit Retail Location: Lynnwood, WA Lynnwood Population: 37,000
Open Date: June, 2015 First 4 Month Sales:

1. $59,178
2. $108,791
3. $147,181
4. $177,702

Puff N Chill Cannabis, Lynnwood, WA

Store Name: Puff N Chill Cannabis Location: Lynnwood, WA Lynnwood Population: 37,000 Open Date: April, 2015



First 4 Months Sales:
1. $11,826
2. $79,996
3. $127,783
4. $151,368

Destination Hwy 420, Bremerton, WA



Store Name: Destination Hwy 420
Location: Bremerton, WA Population: 37,729
Open Date: August, 2015
First 4 Months Sales:
1. $15,291
2. $113,462
3. $173,467
4. $164,842

Hwy 420, Bremerton, WA
Store Name: Hwy 420 Location: Bremerton, WA
Population: 37,729
Open Date: October, 2014 First 4 Months Sales:
1. $40,445
2. $78,619
3. $123,506
4. $120,340

7. Estimated Traffic

- Monthly sales: $160,000

- Daily sales: $5,100
- Avg transaction amount: $46
- Daily customers: 110
- Customers per hour: 11
- Time in store: 8-10 minutes

8. Product Variation

There are various types of cannabis products. You can anticipate the following product categories in our store:

- Flower – Dried buds of the cannabis plant. These products range from low to moderate THC levels.
- Concentrates – Solvent based product that is a result of an extraction process of cannabis buds and other plant materials. These are your high THC products.
- Vape Cartridges – Concentrates of various solvent types filled into cartridges that can be used with vaporizer pens. Edibles – Edible products that have been infused with THC or CBD (2 cannabinoids, THC being psycho-active while CBD is not). *There will be regulation on these products that the product manufactures will be required to follow in regards to the product's "look" and its potential appeal to those under 21. The most common forms of edibles will be brownies, cookies, soft drinks, and hard/soft candies, chocolates, caramels, etc.
- Topicals – These are lotions that are usually CBD dominant that can be used topically. Limited to no psycho- active effects.

Projected Profit and Loss		2021* (July1 - Dec 31) Annual	2022 Annual	2023 Annual
	Total Net Sales to Customers (weighted avg)	$960,000.00	$2,304,000.00	$2,534,400.00
	State and local excise, sales, optional local collected	$163,200.00	$391,680.00	$430,848.00
Total Revenue with taxes collected		**$1,123,200.00**	**$2,695,680.00**	**$2,965,248.00**
Direct Product Costs		**$375,000.00**	**$900,000.00**	**$990,000.00**
	Gross Margin	$748,200.00	$1,795,680.00	$1,975,248.00
	Gross Margin (%)	67%	67%	67%
Operating Expenses				
	MassTaxConnect Taxes Paid	$163,200.00	$391,680.00	$430,848.00
	Avg Product Demand (in Lbs)	150	360	396
	(2) employees; 5 hour shifts; 5 days/wk ($18/hr)	$14,040.00	$28,080.00	$28,080.00
	payroll taxes	$1,404.00	$2,808.00	$2,808.00
	rent	$25,200.00	$24,000.00	$24,000.00
	utilities (water, power, gas)	$7,200.00	$7,200.00	$7,200.00
	services (POS system, software, cable, internet, alarm, cleaning, insurance)	$20,220.00	$30,000.00	$30,000.00
Selling, marketing, and administrative expenses	Material & Supplies expenses (marketing and associate expenses)	$72,000.00	$72,000.00	$72,000.00
	Equipment Hardware (POS system, Register, metric/tracking system)	$3,650.00	$3,650.00	$3,650.00
	Banking fees	$30,000.00	$30,000.00	$30,000.00
	physical security ($20/hr, 12hr, 7days)	$84,672.00	$84,672.00	$84,672.00
	$250/hr - CPA (6 hrs per quarter)	$6,000.00	$6,000.00	$6,000.00
	$50/hr - bookkeeper services (4hrs per week)	$10,080.00	$10,080.00	$10,080.00
Total Operating Expenses		**$310,580.00**	**$690,170.00**	**$729,338.00**
Operating Income		**$437,620.00**	**$1,105,510.00**	**$1,245,910.00**
Total Expenses		**$685,580.00**	**$1,590,170.00**	**$1,719,338.00**
Net Earnings (Profit)		**$437,620.00**	**$1,105,510.00**	**$1,245,910.00**
Net Profit / Sales		**39%**	**41%**	**42%**

RESTRICTING ACCESS TO AGE 21 AND OLDER.

KCCS, LLC ("KCCS") operating policies and methodologies are designed to prevent diversion, theft, and any illegal or unauthorized conduct pursuant to 935 CMR 500. Measures to prevent diversion and to limit access to appropriately-aged individuals include policies and procedures requiring the following:

1. All employees and registered agents must be 21 years of age or older, as per 935 CMR 500.030.
2. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center as per 935 CMR 500.050(5).
3. All retail customers will be subject to on-premises verification identification requirements pursuant to 935 CMR 500.140(2), and must present valid government-issued ID before being permitted on to the sales floor. Entry occurs through a vestibule staffed by a KCCS agent.
4. Customer ID must be checked once more at retail Point of Sale prior to purchase.
5. NO window displays, NO product depictions, NO overt cannabis references in store name or signage. KCCS will only engage in advertising, marketing or branding that fully complies with 935 CMR 500.105(4).
6. KCCS's website will require all online visitors to verify they are at least 21 years of age.
7. All products will be packaged in child-resistant containers with appropriate labeling including required warnings and marks.
8. Full perimeter and facility video surveillance will prevent and detect diversion.
9. All access areas (doors, windows, etc.) will be hardened and secured.

RECORD KEEPING PROCEDURES.

1. General Overview

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

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

Written operating procedures as required by 935 CMR 500.105(1);

Inventory records as required by 935 CMR 500.105(8);

Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);

1.1. Responsible Organizational Entities

All KCCS employees.

2. Record Keep and Retention

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

- Corporate Records: are defined as those which require, at a minimum, annual reviews, updates and renewals, including:

- Insurance Coverage, including Directors and Officers Policy, Product Liability Policy, General Liability Policy, Umbrella Policy, Workers Compensation Policy, Employer Professional Liability Policy.
- Third-Party Contracts including Supplier to Retailer, Surveillance and Security, Banking and Transaction Processing, Secured Transport, POS - BioTrackTHC.
- Commission Requirements, including Annual Registrations and Annual Audit.
- Local Compliance records including Certificate of Occupancy, Special Permits, Variances, Site Plan Approvals, As-Built Drawings (Architect, Building Permit, General Contactor, Engineer).
- Corporate Governance records including Annual Report, Secretary of State Filings, Board of Directors Meetings, Minutes from Board of Directors Meetings.

❖ Business Records: are defined as those which require ongoing maintenance and updates. These records can be electronic or hard copy although preferably electronic copy and at minimum include:

- Assets and Liabilities;
- Monetary transactions
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers;
- Sales records that including the quantity, form, and cost of marijuana product;
- Salary and wages paid to each employee, stipend paid to board members, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with KCCS.
- List of all board members and executives of KCCS

❖ Personnel Records are maintained as a separate category considering the importance of the background checks on employees

- Job description for each employee as well as organizational charts consistent with the job description

- A personnel record for each employee. Such records will be maintained for at least (12) months after termination of the agent's affiliation with KCCS and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - KCCS, pursuant to 803 CMR 2.04: iCORI Registration, shall retain a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom seeks a marijuana establishment agent registration
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, 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 training instructors / presenters.
  - A copy of the application that KCCS submitted to the Commission on behalf of the prospective KCCS employee.
  - Documentation of periodic performance evaluations; and
  - A record of any disciplinary action taken.
  - Notice of completed responsible vendor and eight-hour related duty training
  - A staffing plan that will demonstrate accessible business hours and safe business operating conditions;
- Personnel policies and procedures, which will include a code of ethics, whistle-blower policy, policies to notify persons with disabilities of their rights and prohibiting discrimination and providing reasonable accomodations; and
- All background check reports obtained in accordance with 935 CMR 500.030.

❖ Inventory Records

- The records of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

- KCCS will use BioTrackTHC to maintain real-time inventory, BioTrack inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8) and (9), including, at a minimum, an inventory of marijuana flower, all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

❖ Incident Reporting Records

- Within ten(10) calendar days, KCCS will provide written notice to the Commission of any reportable incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the appropriate law enforcement authorities were notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by KCCS for a minimum of two (2) years, but not less than the duration of an open investigation, and made available to the Commission and to law enforcement authorities acting within their lawful jurisdiction upon request.

❖ Visitor Records

- A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and time out, and the name of the authorized agent who will be escorting the visitor. The visitor log shall be available for inspection by the Commission at all times.

❖ Waste Disposal Records

- When cannabis or MIPs are disposed of, KCCS will create and maintain an electronic record of the date, the time, and the type and quantity disposed of, the manner and location of disposal, and the persons present during the disposal, with their signatures as required under 935 CMR 500.105(12);
- KCCS will keep disposal records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if KCCS is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;
  - All security system recordings shall be maintained in a secure location to prevent theft, loss, destruction or alteration.
- Transportation Records
  - KCCS will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Employee Training Records
  - KCCS will maintain Documentation of all required training, including but not limited to responsible vendor training, harassment identification and prevention, privacy and confidentiality, ethics and standards training
  - KCCS will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
- Closure
  - In the event KCCS closes, all records will be kept for at least two (2) years at KCCS's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, KCCS will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have
- Written Operating Policies and Procedures: Policies and Procedures related to KCCS's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis, and shall include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- Policies to promote workplace safety consistent with OSHA standards ;
- A description of KCCS's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Retention of laboratory testing results;
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 500.105(8) and (9);
- Plans for quality control in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- A policy for the immediate dismissal of any employee who has:
    - Diverted marijuana, which shall be reported to the appropriate law enforcement authorities and to the Commission;
    - Engaged in unsafe practices with regard to KCCS operations, which shall be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another

state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

- A list of all board members and executives, and members, if any, of KCCS shall be made available upon request of any individual, or may be posted on KCCS's website..
- Policies and procedures for the handling of cash on KCCS premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that shall include:
- Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

❖ Recording Sales.

- KCCS will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR for recording of all sales.
- KCCS shall only collect and record consumer personal information to the extent required and permitted by 935 CMR 500.140(2).
- KCCS shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. KCCS will maintain records that it

has performed the monthly analysis and produce it upon request to the Commission.

- KCCS will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

❖ Records of Vaporizer Devices

- KCCS shall retain all records of purchases from any Product Manufacturer or supplier of any ingredient, additive, device, component part or other materials provided to KCCS regarding vaporizer devices sold by KCCS.
- These records shall be made available to the Commission upon request.

❖ Use of Secret Shopper Investigative Results.

- All investigative results shall be retained as part of KCCS records.

❖ Deficiency Statements

- After an inspection in which a violation of the act or 935 CMR 500.000, is observed or a violation is otherwise determined to have occurred, the Commission deficiency statement citing every violation shall be retained by KCCS for no less than 3 years.

KCCS will exceed CCC recordkeeping requirements and retain, at minimum, an electronic copy of all records for seven (7) years.

QUALITY CONTROL AND TESTING.

General Quality Control Considerations

In compliance with CCC regulations under 935 CMR 500.105(3)(b), and in order to maintain a high standard of quality control in production, KCCS will ensure that all of the following sanitation requirements are met:

1. Any KCCS agent whose job includes contact with marijuana or non-edible marijuana products is subject to the requirements for food handlers under 105 CMR 300.000.
2. All edible marijuana products will be handled and stored as per the sanitation requirements in 105 CMR 500, and the requirements for food handlers under 105 CMR 300.000.
3. All KCCS agents working in direct contact with marijuana or nonedible marijuana products will follow sanitary procedures on the premises, including:

    a. Maintaining adequate personal cleanliness and hygiene, and;
    b. Washing hands thoroughly before beginning work, or at any other time when hands may have become soiled or contaminated.

4. KCCS's hand-washing facilities will be adequate and convenient, and will be able to produce water at a suitable temperature for proper cleanliness. Hand-washing facilities will be located in KCCS's production areas as good employee sanitary practices require, and will be furnished with effective hand-cleaning preparations, and sanitary towel services or drying devices.
5. KCCS's facility will have sufficient space for storage of materials and placement of equipment necessary for maintenance of sanitary operations.
6. KCCS will ensure that waste and litter are expediently removed and disposed of in order to reduce the risk of contamination or pests. Such systems for waste removal and disposal will be maintained in an adequate manner as per 935 CMR 500.105(12).
7. KCCS's facility will be built using surface materials and equipment that are easy to clean and maintain. All contact surfaces will be cleaned using an EPA registered sanitizing agent, in accordance with labeled instructions.
8. All processing and storage areas will be adequately lit so as to observe and maintain proper cleanliness and safety. All accessible facility areas will be regularly cleaned.
9. Utensils and equipment, will be maintained in a clean and sanitary condition and shall be designed so as to be frequently sanitized and adequately cleanable.
10. Any potentially toxic items will be identified and stored safely in a manner which prevents contamination of marijuana or marijuana products. The CCC may require KCCS to demonstrate the intended and actual use of any toxic items found on the premises.
11. KCCS will ensure that its water supply is sufficient for necessary operations; clean, safe and potable. All plumbing and irrigation will be designed, installed and maintained in order to carry sufficient volumes of water as needed throughout the establishment.

Plumbing will safely convey sewage and liquid disposable waste from the facility to municipal wastewater systems. Potable and waste water lines will not intersect.

12. KCCS employees will be provided with adequate and accessible toilet facilities that are maintained in good sanitary and physical condition.
13. Any products that may support the rapid growth of undesirable microbial life will be kept in a manner which prevents such growth.
14. Finished products will be stored and transported under conditions which protect them against deterioration or contamination.
15. All vehicles and transportation equipment used to transport marijuana and marijuana products shall be designed, maintained and equipped to provide appropriate and adequate environmental and temperature controls to prevent the marijuana and marijuana products from becoming unsafe during transport, consistent with the requirements of 21 CFR 1.908(c).

Testing Procedures.

Testing of KCCS's marijuana products will be performed by an Independent Testing Laboratory ("ITL") licensed or registered by the CCC, and acting in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in December 2017, originally published by the DPH. Marijuana will be tested for at least; cannabinoid content, mold, mildew, heavy metals, plant growth regulators, and the presence of pesticides. Testing of KCCS's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries originally published by the DPH. Additionally, final ready-to-sell vaporizer products will be screened for heavy metals and Vitamin E Acetate in compliance with 935 CMR 500.160(2).

KCCS will maintain testing results in a manner compliant with KCCS's record-keeping procedures, and such results will be kept for at least one full year.

KCCS will not sell or market marijuana or marijuana products which are not capable of being tested by ITLs, except as allowed under 935 CMR 500.000. All products to be sold or marketed for adult use will be tested by such a laboratory, and must comply with standards as defined under 935 CMR 500.160.

Single-servings of marijuana products tested in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than +/- 10%.

All transportation of marijuana to and from ITLs providing testing services will be in compliance with 935 CMR 500.105(13). The ITL will be responsible for sample storage compliant with 935 CMR 500.105(11), and disposal of excess marijuana compliant with 935 CMR 500.105(12) either by direct disposal or returning the product to KCCS for disposal.

Any marijuana products with testing dates in excess of one year in the past will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Failed Testing or Recall.

Should laboratory results indicate contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), KCCS will notify the CCC within 72 hours if such results indicate that the contamination cannot be remediated, and the production batch will be destroyed and disposed of properly, in accordance with 935 CMR 500.105(12). Such a notification will include a proposed plan for destruction of the product, and assessment of the source of contamination. If remediation of contamination is possible, KCCS will re-submit a batch sample for full-panel testing after remediation efforts have been made. Any failing samples may be remediated a maximum of two times, and if the marijuana still fails testing it will be destroyed and disposed of in accordance with 935 CMR 500.105(12). If KCCS reasonably believes that a failed test was in error, KCCS may submit a batch sample for reanalysis in accordance with 935 CMR 500.160(13)(a).

Should voluntary or mandatory recalls of marijuana may be made by either KCCS or the CCC in order to remove defective, or potentially defective marijuana products from the market in an effort to promote public health and safety, KCCS will follow an established set of written policies to effect such a recall. Any outdated, spoiled, damaged, deteriorated, mislabeled or contaminated inventory will be destroyed and disposed of as per 935 CMR 500.105(12).

Routine Quality Control Procedures.

In addition to KCCS's Secure Delivery procedures outlined in the Security Plan, the following steps will be taken during a product's time at our establishment to ensure that products being sold at our establishment have been tested, remain in quality condition, have not been tampered with, and have not become expired or otherwise unsellable.

1. When product has arrived at our establishment our inventory agent conducting the product receiving will analyze each product to ensure the following:
    a. The product has not expired.
    b. The packaging the product is housed in is completely sealed and shows no signs of a breach.
    c. The product bears a testing label from a licensed Massachusetts lab.
    d. The product bears all required labeling and warnings.
        i. "Contains THC"
        ii. "Not Safe For Kids"
        iii. Warning label
    e. The product is housed in a package that is compliant with advertising requirements.
        i. No neon colors.
        ii. Opaque or plain in design.
        iii. No resemblances to popular products that do not contain marijuana.
        iv. No cartoons, images, characters, or any content that is directed to appeal to children or people under the age of 21.
        v. Cannot feature symbols or celebrities that are commonly used to market products to minors.
        vi. No images of minors.

2. When product is being stocked, moved, audited, or at any other time when product is being interacted with, our agents will be trained to take notice of the expiration date to ensure the product has not expired as well as to analyze the packing the ensure the product has been tampered with or breached. The agent will also ensure the testing label is still on the package.
    a. If an agent finds a product to be expired or is within packaging that has been breached, the agent will create an unsellable product report and place the product in the unsellable product cabinet. If the agent is not authorized to access the inventory room, the agent will inform a manager of the discovery so an authorized agent can take the proper action.
3. At checkout our agent will be instructed to inspect the product before completing the transaction. Similar to the step above, the agent will be checking to ensure the product is not expired and that the packaging shows no sign of a breach of tampering. The agent will also ensure the testing label is still on the package.
    a. If an agent finds a product to be expired or is within packaging that has been breached, the agent will create an unsellable product report and place the product in the unsellable product cabinet. If the agent is not authorized to access the inventory room, the agent will inform a manager of the discovery so an authorized agent can take the proper action.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.

In accordance with 935 CMR 500.105(9)(d), KCCS ("KCCS") will maintain, at 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.

1. Personnel records for each marijuana establishment agent.

a. Personnel records for each establishment agent will be maintained throughout employment and for at least 12 months following termination of their affiliation with KCCS, including:

   i. All materials submitted to the CCC as per 935 CMR 500.030(2);
   ii. Documented verification of agent references;
   iii. Employment contract which specifies duties & responsibilities, authority, qualifications and supervision;
   iv. Documentation of all required training including regarding privacy and confidentiality, and a signed statement of the individual who received such training which includes date, time and place of the training, discussed topics, and presenters;
   v. Periodic performance reviews;
   vi. Results of background check;
   vii. Disciplinary or corrective actions taken, and;
   viii. Notice of completed responsible vendor training and eight hour related duty training.

b. Access to these records will be restricted to each agent's direct Manager and the executive management team.

2. Staffing plan, and safe, accessible workplace policies.

a. *Hiring Policies and Goals.* KCCS's hiring policies and goals include, but are not limited to the following:

   i. KCCS anticipates a total workforce of 6-10 non-member owner employees (full-time equivalent) one at full capacity, plus a member owner Store Manager. Initial staffing has been planned in order to ensure the ability to operate during all currently anticipated business hours;
   ii. KCCS anticipates hiring and maintaining its workforce locally, but also achieving the goals of its Diversity Plan and its Positive Impact Plan. Local hiring will also serve to reduce the establishment's impact on nearby traffic and parking by encouraging alternative forms of transportation;
   iii. KCCS's member owners will regularly work together to determine if the company's employment needs are being met, or if vacancies are anticipated;
   iv. KCCS will hire and operate in compliance with Equal Employment Opportunity Commission (EEOC) regulations for small business, including but not limited to provisions which fight discrimination based on race, color, religion, sex, place of origin, or disability, and which ensure equal pay for equal work;
   v. All employment, as per Massachusetts laws, is to be considered "At Will". As such, employment may be terminated by KCCS or any employee at any time for any legitimate purpose;
   vi. All prospective employees must undergo mandatory background checks and reference checks, and;
   vii. Wages offered to all employees will meet or exceed State and Federal minimum wage requirements.

b. *Discrimination and Harassment.* It is the goal of KCCS to create and maintain a positive, supportive, and productive work environment. KCCS will not tolerate harassment or discrimination against any employee or customer.

   i. Discrimination against an individual on the basis of race, color, religion, sex, place of origin, disability, or other protected trait, will be condemned and immediately addressed with appropriate disciplinary action.

ii. Harassment includes physical or verbal actions which have the purpose or effect of creating an intimidating, hostile, or offensive working environment; or which demean, humiliate, or embarrass a person, and includes such other conduct as defined by Massachusetts law. Such action will be also condemned and immediately addressed with appropriate disciplinary action.

iii. Further, any retaliation against an individual who has complained about harassment or cooperated with an investigation will not be tolerated.

c. *Weapons and Violence.*

i. Any act of violence on the premises will result in the contact and involvement of local law enforcement. Should such an act be carried out by an employee, they will be immediately terminated.

ii. Incidents involving weapons or violence which require the contact of law enforcement will be documented as required in Incident Reports as per 935 CMR 500.110(9).

3. General Personnel Policies.

a. *Disciplinary Policies.* KCCS's discipline procedures, outlined below, are designed to provide a structured corrective action process to address an agent's performance and behavioral problems.

i. *Disciplinary Action Phases.*

1. *Verbal Warning & Counseling (Disciplinary Phase 1).* The store manager will offer verbal warnings to an employee of any performance, conduct, or attendance issue(s). They will discuss with the employee the nature of the problem or violation of company policies and allow the employee to correct any performance, conduct, or attendance issue.
2. *Written Warning (Disciplinary Phase 2).* The manager will issue a formal Written Warning, which the employee will be asked to sign in order to demonstrate the employee's understanding of the issues and the corrective action needed. A copy of this documentation, and documentation of any disciplinary or corrective action will be given to the employee, and a copy will be kept with that employee's personnel records. The manager will meet with the employee and review any additional incidents or information about the insufficiently addressed issues and prior corrective

actions taken. Management will outline the consequences for the employee of their continued failure to meet expectations. A formal Performance Improvement Plan (PIP) will be issued within five business days, requiring the employee's immediate and long-term corrective action. The written warning may also inform the employee that they may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken.

3. *Final Written Warning & Suspension (Disciplinary Phase 2).* When immediate action is necessary to ensure the safety of the employee or others, the store manager may suspend the employee pending the results of an investigation. Such a suspension must be approved by management. Depending upon the seriousness of the infraction, the suspension may be unpaid, in full day increments. Hourly employees may not substitute or use paid vacation or sick days in lieu of unpaid suspension. Pursuant to the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. Management will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the infraction absolves the employee.
4. *Recommendation for Termination of Employment (Disciplinary Phase 3).* Management's recommendation to terminate employment must be approved by the member owners. Generally, KCCS will first exercise the above disciplinary phases before proceeding to a recommendation to terminate employment. However, employees may be terminated without prior notice or disciplinary action. 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 KCCS and its employees.
5. KCCS reserves the right to combine or skip disciplinary phases depending upon facts and nature of each situation. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching,

counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on KCCS's organization.

ii. *Reasons for Termination.* Offenses that may result in termination, generally after a warning, include but are not limited to the following:

1. Inadequate work performance
2. Habitual disregard for the established hours of attendance
3. Repeated absences; Absence without authorization
4. Refusal to comply with the policies of the corporation or the reasonable instructions of the manager.
5. Insubordination
6. Inappropriate behavior. The following are examples of activities that may result in disciplinary action, up to and including termination, with or without prior warning depending on the seriousness or frequency of the violation. These rules are not intended to cover every situation; rather, they are examples of prohibited conduct:
    a. Theft of corporate funds or property
    b. Assault of another person on the job
    c. Willful destruction of corporate property
    d. Unauthorized disclosure of confidential information

iii. *Employee Disciplinary Appeal Process.*

1. Employees will have the opportunity during the above phase meetings to present information that may challenge information management has used to issue disciplinary action, in order to provide insight into circumstances that may have contributed to the issues while allowing for an equitable solution.

2. If the employee does not present this information during any of the phase meetings, they will have five business days after that meeting to present information.

iv. Intoxication at work, acts of violence, theft, diversion, or other behavior that is illegal is not subject to the above disciplinary phases and may be reported to local law enforcement. Such acts may be grounds for immediate termination.

b. Compensation & Advancement.

i. KCCS intends to fairly compensate its workforce for the value of the work provided. Determination of compensation will be made by the member owners, and will be based upon KCCS's best understanding of compensation for comparable positions, and resources available.

c. Job Classification.

i. Job classification includes: Store Manager, and Non-Management Employee.

1. The Store Manager ensures that all employees and contractors are properly executing their functions and responsibilities. The Store Manager further defines and implements company vision, goals and strategy.
2. The Store Manager is responsible for direct oversight of day-to-day tasks, including oversight of all relevant non-management employees within their job descriptions. They are generally responsible for ensuring proper compliance and reporting during regular operations.
3. Non-management employees perform day-to-day tasks under supervision of the above management personnel.

d. Work Scheduling.

i. Work schedules will depend on the specific position, and will be either part-time hourly, full-time hourly, or salaried.

ii. Schedules will be set according to the needs of the store as determined by the store manager. It is the store 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. The

store manager will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary overtime or excess personnel coverage.

e. Holiday Schedule.

i. KCCS anticipates observing the following work holidays:

1. New Year's Day;
2. Labor Day;
3. Thanksgiving Day, and;
4. Christmas Day.

ii. KCCS reserves the right to alter its observed work holiday schedule.

f. End of Employment and Rehiring.

i. *Separation by Resignation.* An employee may voluntarily end their employment with KCCS. The employee must provide a minimum of two (2) weeks' notice to the Manager 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.

ii. *Separation by Retirement.* Should an KCCS employee wish to retire, they must provide at least two (2) weeks' notice to the manager. They are however encouraged to provide additional notice, in order for KCCS to prepare special retirement recognition.

iii. *Separation by Abandonment.* An employee who fails to report to work or contact the manager for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The manager will notify the member owners at the expiration of the second workday and initiate the paperwork to terminate the employee. Such employees are ineligible for rehire.

iv. *Separation by Termination.* As employees of KCCS are employed on an at-will basis, the company retains the right to terminate an employee at any time.

v. *Separation Due to Reduction in Workforce.* 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.

vi. *Exit Interview.* When an employee separates from KCCS, the manager must schedule an exit interview, typically to take place on employee's last workday, or otherwise as mutually agreed upon between the employee and supervisor.

vii. *Return of Property.* Any separating employee must return all company property at the time of separation. Failure to return certain items, including but not limited to ID badges, keys and electronic devices, may result in deductions from their final paycheck. An employee will be required to sign a Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

viii. *Termination of Benefits.* Any employee voluntarily separating from KCCS may be eligible to receive benefits provided that the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Any accrued vacation and sick leave will be paid in accordance with state and federal law.

1. Health insurance, if any is being provided by KCCS, will terminate on the last day of the month of employment, unless the 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.

ix. *Rehiring Former Employees.* Former employees may be considered for reemployment, if they had left the company in good standing and were classified as eligible for rehire. An application must be submitted to the store manager, and the applicant must meet all minimum qualifications and requirements of the position. Rehired employees are treated as new employees in terms of benefits, tenure or longevity.

g. Leave. KCCS leave policies will comport with all state and federal statutes. All employees employed by an employer of eleven or more employees shall be entitled to earn and use up to 40 hours of earned paid sick time from that employer in a calendar year. In determining the number of employees who are employed for compensation, all employees performing work for compensation on a full-time, part-time, or temporary basis shall be counted. All employees not entitled to earned paid sick time

from an employer pursuant to subsection (d)(4)–(5) of Massachusetts General Laws shall be entitled to earn and use up to 40 hours of earned unpaid sick time from that employer as provided in subsection (d) in a calendar year. These policies are subject to change under the direction of the member owners, and may be subject to additional conditions or qualifications as described in employee handbook and/or employment agreements.

h. *Parental Leave.* KCCS will provide parental leave for adoptive and birth parents in compliance with state and federal law.
Prior to the start of parental leave, the employee and KCCS will create a return to work plan that also includes the leave time. The employee is expected to communicate with KCCS if the leave plan or return to work plan needs to change while on leave.

i. *FMLA and PFML.* KCCS will comply with federal and state laws regarding family and medical leave for eligible workers.

j. Small Necessities Leave; Domestic Violence Leave; Education Leave, Bereavement Leave; Jury Duty; and Sick Leave. KCCS will comply with federal and state laws regarding leave policies.

k. *Health Insurance.* KCCS will comply with state and federal regulations regarding the implementation of a company health insurance plan.

l. *Workplace Attire.* The required attire for registered agents at KCCS varies based upon required duties, and will be addressed during the onboarding process. The store manager will be responsible for ensuring compliance with all requirements.

m. *Employee Breaks.* Daily breaks, including lunch breaks, will comply with Massachusetts laws.

n. *Mandatory Safety Meetings.* There will be recurring mandatory company-wide meetings on a regular basis in order to administer safety training. Management will dictate the format and scheduling of such meetings. Attendance at such meetings will be documented.

o. *Performance Reviews.* Performance reviews will be conducted by managers at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained

in each employee's personnel file. Reviews will account for positive performance and areas requiring improvement.

p. *Investigations.* KCCS will design and implement procedures to investigate incidents or complaints to stay in compliance with CCC regulations and company policy.

q. KCCS will maintain a set of written personnel policies which will address at least the information outlined and provided in this document.

4. Alcohol, smoke, and drug-free workplace policies.

a. Pursuant to 935 CMR 500.105(1), KCCS will maintain a set of alcohol, smoke and drug-free workplace policies. The objective of these policies is to identify and remove the adverse effects of alcohol and drugs on job performance, and to protect the health and safety of employees. Use and misuse of alcohol or drugs can and does impair the ability of an employee to perform his/her duties and may endanger the employee, his/her co-workers, and the public as well as property. KCCS seeks to prevent the use/abuse/misuse of drugs and alcohol by employees in any way which impairs their ability to perform their duties. The following policies are subject to amendment and expansion as needed on an ongoing basis by KCCS management:

    i. Cannabis use or consumption is prohibited on the premises, including vehicles and parking lots.

    ii. Tobacco smoking is prohibited within the Establishment, as well as within 20 feet of the building.

    iii. Alcoholism and other drug addictions are recognized as diseases responsive to proper treatment, and this will be an option as long as the employee cooperates.

    iv. The manufacture, distribution, dispensing, possession, sale, purchase or use of a controlled substance on company property is prohibited, with the exception of products produced and sold as part of KCCS's licensed cannabis operations within the Establishment.

    v. Being under the influence of alcohol or illegal drugs on company property is prohibited. The unauthorized use or possession of prescription drugs or over-the-counter drugs in the Establishment is prohibited.

vi. Search procedures, conducted under reasonable cause or suspicion, (Supported by evidence strong enough to establish that a Policy violation has occurred) such as inspections of employee's personal property including briefcases, bookbags/backpacks, lunch boxes, or tool boxes, will be maintained as part of the company's security measures. All employees will be expected to cooperate as a condition of continued employment with special drug/alcohol searches of personal vehicles on company property, purses, clothing, briefcases, bookbags/backpacks, or other employee personal property when there is reasonable suspicion to believe that an employee may be in possession of drugs or alcohol. Employee possession of legally obtained cannabis products in forms and amounts within legal guidelines and limits is allowed on premises (but not within the building) provided such products are kept safely out of public view within securely locked personal vehicles. Searches on company premises and company property can be conducted at any time.

vii. Although employees will not be subjected to random fitness for duty examinations as a result of the Policy, any employee involved in a work-related accident may be subject to urine and breath testing.

viii. Employees who violate this Policy are subject to appropriate disciplinary action including termination.

ix. The Policy applies to all employees of the company regardless of rank or position and includes temporary and part-time employees.

5. Background checks.

a. All prospective KCCS agents must undergo background checks as required under 935 CMR 500.030 and 935 CMR 500.101(1)(b). Such documentation will be maintained within each agent's personnel record.

6. Immediate dismissal.

a. Pursuant to 935 CMR 500.105(1)(m), KCCS will immediately dismiss any Marijuana Establishment Agent who has:

i. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission within 24 hours of such an incident;

ii. Engaged in unsafe practices with regard to operation of the

Marijuana Establishment, which shall be reported to the Commission within 24 hours of such an incident, or;

iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction.

7. Confidential information.

a. Pursuant to 935 CMR 500.105(1)(l), all Confidential Information, including but not limited to M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 94I, § 3, will be maintained in a secure limited-access 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.

8. Persons with disabilities.

a. Each new employee will be notified of their rights under https://www.mass.gov/service-details/about-employment-rights.

b. KCCS will create employment policies that prohibit discrimination against and provides reasonable accommodations for persons with disabilities.

9. Code of Conduct and Whistle Blower Policy

a. KCCS expects employees to act in accordance with the highest standards of business ethics both on and off company premises, to avoid any appearance of impropriety, and to observe all applicable laws and regulations while conducting business on the company's behalf.

b. Employees are expected to abide by the spirit as well as the letter of this Code. Employees are also expected to cooperate with any inquiries or investigations concerning a possible or suspected violation of this Code. Any employee's failure to fulfill his or her or their responsibilities under this Code may result in disciplinary action, up to and including immediate termination of employment.

c. *Ethical Standards*. KCCS is committed to conducting business in a fair and open manner within the spirit and letter of the law, with the highest regard for the community and employees. KCCS' success depends not only on the knowledge, skills and abilities of employees, but also on sound judgment, self-discipline, common sense, and integrity. As such, all employees are required to maintain and uphold the following common ethical standards:

i. To pursue company objectives in a manner that does not conflict with the integrity of the company or the public interest;

ii. To be truthful and accurate in all employees say and do;

iii. To protect confidential information;

iv. To treat fellow employees with respect and dignity;

v. To observe all laws, regulations, ordinances, and rules applicable to the operation of the business;

vi. To maintain honest and fair relationships with all company vendors;

vii. To ensure quality and value in the company's products/services and relationships with vendors; and

viii. to avoid, during the course of employees' employment, any situations that may engender any conflict between the personal interests of employees and the business interests of the company, except to the extent the law permits otherwise.

d. *Conflicts of Interest*. KCCS insists on the undivided loyalty of all employees, including management and non- management staff, except to the extent doing so would be inconsistent with applicable law. Subject to that caveat, employees must not engage in any conduct, and must avoid situations that would create an actual or potential conflict of interest or create the appearance of such a conflict.

i. Conflicts of interest arise when an employee's personal activity or personal interest is contrary to the interests of the company. These personal activities or interests may influence the employee's judgment, causing the employee to make decisions based upon the potential for personal gain, rather than in the best interests of the company.

ii. To prevent conflicts of interest, the following behavior is deemed unacceptable and unethical, except to the extent the law provides otherwise:

1. Receiving or giving of merchandise, money, services, travel, accommodations, or lavish entertainment that might appear to have been given to influence a business decision. Gifts offered or received at any time that are of more than minimal or token value shall not be accepted and shall be returned to the sender with an appropriate explanatory note or letter;

2. Maintaining personal, business, or financial relationships with a patient or vendor where the employee has control or influence over the company's relationship with that patient or

vendor. For example, employees should not borrow from or lend personal funds to a customer or vendor;

3. Using information developed or learned on the job for personal or familial benefit. This includes the use of company databases, financial information, and intellectual property;

4. Conducting company business with, or using position or authority to influence the company to conduct business with, family members; and,

5. Unauthorized sharing of confidential or proprietary company-related information with business associates or representatives of other companies.

iii. The list above serves only to illustrate sources of possible conflicts of interest and does not constitute a complete list of all the situations that may result in a conflict of interest. Ultimately, it is the responsibility of each employee to avoid any situation that could affect his/her/their ability to judge situations independently and objectively, and any situation that could even appear to be a conflict of interest. It is important to note that under certain circumstances, conflicts of interest can amount to violations of criminal law. Any doubts should be resolved in a discussion with a manager.

e. Employment of Relatives and Significant Others

i. To avoid conflicts of interest and to promote stability and goodwill in the workplace, KCCS should attempt not to hire or transfer relatives into positions in which they supervise or are supervised by another close family member. KCCS should also try to avoid placing them in positions in which they work with or have access to sensitive information about family members. The same general considerations apply if two employees marry or become involved in a domestic-partner relationship. If a supervisory, security, morale, safety, or other conflict results from the relationship, KCCS reserves the right to use discretion in hiring and placing employees in a manner designed to avoid these concerns. One of the employees may be transferred - or, if necessary, terminated - to resolve the situation.

1. The term “relatives,” as used in the preceding paragraph, refers to a spouse or domestic partner, parents, legal guardians, siblings, children, grandparents, grandchildren, or current in-laws. (Natural, step- or adopted relationships are included in this definition.) This Code also applies to significant others. In addition, if a conflict or appearance of a

conflict arises because of a dating relationship, at KCCS' sole discretion, the conflict may be resolved by transfer of one or both employees or termination of employment.

ii. Recognizing & Reporting a Conflict, and Whistle Blowing

1. It is essential that all employees pay close attention to possible violations of the Code of Business Ethics and Conduct, state and local laws and regulations, whether they occur because of an oversight or intention. Any employee who is aware of possible violations should notify his or her or their manager or a company officer.

2. Appropriate subjects to report include, but are not limited to, fraud, theft, embezzlement, bribery, undisclosed conflicts of interest, and diversion of marijuana.

3. Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed constitutes a violation of law and/or ethical standards. Any unfounded allegation that proves to have been made maliciously, recklessly, or knowingly to be false will be viewed as a serious offense and result in disciplinary action.

4. No employee who in good faith reports a concern or participates in an investigation shall be subject to harassment, retaliation, or adverse employment consequences because of such report or participation.

5. Concerns may be submitted on a confidential or anonymous basis. KCCS shall take reasonable steps to protect the identity of the reporting individual and keep reports of concerns confidential to the extent possible consistent with the need to conduct an adequate investigation.

f. Violation of the Code

1. Violations of this Code will be grounds for discharge or other disciplinary action, adapted to the circumstances of the particular violation. Disciplinary action will be taken against individuals who authorize or participate directly in a violation of the Code. Disciplinary action also may be taken against any of the violator's managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision and leadership by the superior. Compliance with the Code will be considered in the evaluation of each individual's overall performance.

g. Complaints of Retaliation as a Result of Disclosure.

i. If an employee or applicant believes that he or she or they has been retaliated against for disclosing information regarding misconduct under the Code, he/she/they should file a written complaint with any company manager or any company officer. It is KCCS'' policy to encourage employees to come forward with any safety, ethical, or legal concerns. Retaliation against those who bring forward these types of related concerns or complaints will not be tolerated.

QUALIFICATIONS AND TRAINING.

1. Introduction

1.1. Purpose

KCCS, LLC ("KCCS") aims to recruit, retain and promote the highest caliber of diverse employees and encourage their contribution and development. KCCS recognizes that the barriers to entry into the workplace can be higher for certain disadvantaged groups due to societal standards and socioeconomic factors. We also recognize the disproportionate impact that the war on drugs has had on communities and individuals attempting to reenter the workforce. Therefore we will proactively recruit, hire and retain talent within diverse groups, including women, veterans, LGBTQ people, people with a disability, and individuals convicted of drug charges, or family members of someone convicted of drug charges. Appropriate career paths and internal recognition programs will be developed for both managerial and non-managerial staff in accordance with each job position and associated job description. Employees are provided equally with learning and development opportunities to fulfill their potential within their job grade.

KCCS is committed to providing equality of opportunity to all existing and prospective employees without discrimination on the basis of religion, disability, gender, age, marital status, sexual orientation, race, ethnicity or any other category protected by federal, state or local laws and regulations applicable in the jurisdiction KCCS employees are located. We encourage and embrace diversity and opportunity, which is reinforced through the KCCS's Diversity Plan.

1.2. Responsible Organizational Entities

Member Owners, and Member Owner designated as the Store's General Manager ("Store Manager").

1.3. General Requirements

KCCS has prepared and developed detailed employee qualifications and training procedures, which provide for the safe, orderly, and legal sale of recreational cannabis. Included in these policies and procedures is the administration and framework for a program that will ensure that our staff only consists of highly qualified employees in order to keep our dispensary in compliance with the State and Local requirements.

Before working at KCCS, employees will go through vigorous background checks and will be required to register with the state. These are mandatory requirements by the state and will ensure that we have qualified employees working with our company.

1.4. Responsibilities

The Store Manager shall act at the direction and authorization of the member owners and is responsible for screening applicants and ensuring that they are meeting our general requirements for employment in accordance with their job description.

The Store Manager is responsible for implementing and administering the procedures as prescribed in this document as well as any approved changes to the policies and procedures.

The Store Manager shall have physical possession of the books and records of the Company, shall give such notes, reports and advice to the Members as may, from time to time, be required or deemed advisable, and shall perform the necessary ministerial functions of the Store.

2. Positions Available

2.1. Store Manager:

The Store Manager will oversee all operations of the facility on a day-to-day basis and is responsible for financial results. The Store Manager will be responsible for managing all employees and contractors (security, budtenders, bookkeeper, CPA, etc.) and ultimately responsible for ensuring all tasks related to the store, including purchasing and receiving store product and merchandise, management and monitoring of inventory, sales and marketing, accounting and reporting, and public relations are all performed accurately and completely on an ongoing and continuous basis in accordance with CCC requirements. The Store Manager will be reporting all daily activities and reports to member owners routinely and on an as needed basis.

The manager will provide leadership to all employees and contractors and ensure that all employees are operating in accordance with the company's policies and procedures as well as job descriptions. The Store Manager will be responsible for building appearance, cleanliness, comfort, functionality, safety, security and customer experience.

Responsibilities:

- Sale cannabis products and merchandise at optimal pricing to maximize sales volumes and profitability; Provide strong leadership and customer service.
- Implement policies and procedures to increase employee productivity and enhance the customer experience. Analyze customer and employee feedback to improve and implement procedures as needed.

- ❖ Ensure that KCCS is remaining in compliance with all state requirements and reporting at 100% accuracy to the Cannabis Control Commission
- ❖ Purchase, receive, unload, inspect, store, and stage products, merchandise, and supplies in accordance with company procedures.
- ❖ Oversee product processing and ensure that quantities, weights, quality, sanitation and packaging are all accurate and in compliance.
- ❖ Analyze marketplace trends and adjust inventory orders as necessary and in a manner for inventory to turn quickly while also minimizing excess aging inventory and waste.
- ❖ Maintain accurate inventory including records and provide reports as requested. Perform and ensure daily and/or weekly inventory cycle count occur as required for accuracy and reporting.
- ❖ Ensure that all inventory is being logged into the state's METRC system.
- ❖ Ensure that all packaging of marijuana follows state laws
- ❖ Be knowledgeable about the Point-of-Sale tracking system and maintain security of Biotrack to ensure data is not being manipulated.
- ❖ Maintain the security of the facility by only allowing authorized personnel into areas of the facility that are categorized as limited access including logging and escorting visitors with an applicable visitor badge in accordance with the security plan.
- ❖ Open and close the dispensary. Ensure that all security equipment is working properly; coordinate with security vendors for maintenance or service as needed.
- ❖ Utilize security systems to identify security breaches, concerns, and compliance issues to resolve security related problems working with vendors, law enforcement, and KCCS security as needed.
- ❖ Ensure that all security guards are operating in compliance with 935 CMR 500.110.
- ❖ Hire, train, and prepare schedules for all employees.
- ❖ Oversee all employees and contractors and ensure that they are operating in compliance with company policies, procedures, and job descriptions. Maintain bi-annual reviews of employees.
- ❖ Responsible for compliance with all applicable laws, regulations, industry standards, corporate policies, guidelines and procedures, including but not limited to CCC requirements.

2.2. Budtenders:

Our Budtenders will be the face of our brand and company. Budtenders will provide education and information about the effects, strains, laws, and dosages of cannabis in the state of Massachusetts. The thriving new cannabis industry invites new questions and our budtenders will be here to assist customers the second they walk through our door. Budtenders will make sure that all of our customers receive the best possible experience.

Our budtenders will be expected to have extensive knowledge of the state regulations and abide by them at all times. This will include knowing how to properly dispose of cannabis products, storing defected products, restocking the display cabinets with new products, notifying upper management of any discrepancies in inventory, spotting diversion and suspicious behavior and keeping up to date with any new regulations.

Our company will be seeking motivated outgoing individuals who are educated in the industry and have a passion for serving high quality cannabis products. The responsibility of the Budtender is to greet and provide excellent customer service in a timely and informative manner.

- Responsible for maintaining excellent “customer experience” and upselling to increase profit margins
- Provide education to all people that enter the store
- Check identifications of all customers to ensure 21 years of age
- Aid customers in a fast checkout experience and the ability to process online orders
- Interact with customers and identifying urgent issues
- Address customer complaints with the proper chain of commands
- Use the BioTrack tracking service to ensure that all relevant information is tracked and recorded accurately
- Maintain a clean, orderly and safe workplace
- Maintain absolute confidentiality at all times
- Must maintain an accurate cash drawer
- Identify expired or unusable products and report to management
- Receives, unloads, inspects, store, and stage products in accordance with company procedures
- Maintain accurate inventory records and provide reports as requested.
- Daily and/or Weekly cycle count inventories as required.

- ❖ Perform additional duties as deemed necessary by the Store Manager
- ❖ Responsible for compliance with all applicable laws, regulations, industry standards, corporate policies, guidelines and procedures, including but not limited to CCC requirements.

2.3. Security Guards:

Security Guards at KCCS are responsible for maintaining the safety and security of the facility and all assets within the facility. A security guard will be responsible for greeting guests and preventing loitering in the facility. Guards will monitor screens and make sure that all security is running in accordance with state regulations. Security Guards at KCCS must not only have passion and experience for maintaining security but also a passion for customer service.

Responsibilities:

- ❖ Secure premises and staff by patrolling property, monitoring surveillance equipment, inspecting the building, equipment and access points permitting entry.
- ❖ Sound the alarm or call local law enforcement if necessary
- ❖ Monitor security cameras to aid in the prevention of diversion in the facility
- ❖ Help receive delivered packages
- ❖ Prevent unauthorized entry into the facility
- ❖ Direct customers where to go
- ❖ Serve as KCCS's liaison for local law enforcement, fire and other local agencies
- ❖ Greet customers as they enter the facility

2.4. Social Media and Marketing Manager:

Social Media and Marketing Management will be performed by a member owner of KCCS. The advertising regulations for cannabis businesses in the state of Massachusetts limit the types of advertisements that can be made. The Social Media Manager shall be able to create visually appealing social media marketing campaigns and develop the brand of KCCS and maintain compliance with 935 CMR 500.105(4). The Social Media and Marketing Manager must be able to combine marketing, advertising and sales skills to ensure the integrity of the brand and be responsible for bringing awareness to the community about the dispensary, providing education to the public, and bringing in customers.

Responsibilities:

- ❖ Follow market trends and implement creative ideas
- ❖ Shape the public image of the company with unique branding and social media campaigns
- ❖ Manage the company's Facebook, Twitter, Instagram and Weedmaps account
- ❖ Become well rounded in market trends, and adjust marketing strategies to current trends
- ❖ Plan events and book conventions and conferences
- ❖ Work on creative content pieces
- ❖ Oversee the website and make any updates as needed
- ❖ Stay up to date with inventory and cannabis knowledge
- ❖ Create promotions and sales that attract new customers
- ❖ Shape the public image of KCCS through branding strategies

3. Position Requirements

Requirements for all employees:

- ❖ Must be 21 years of age or older
- ❖ Must have a reliable form of transportation
- ❖ Must be a resident of Massachusetts
- ❖ Must submit a full background check
- ❖ Must have a passion for cannabis and providing customers an amazing experience
- ❖ Preference for Northampton residents

Budtender:

- ❖ 1+ year prior experience in retail sales or similar environment; high school grad/GED
- ❖ Excellent communication and customer service skills
- ❖ Knowledge of marijuana strains
- ❖ Basic computer operating skills and math skills
- ❖ Prefer prior experience working within the marijuana industry

Security Guards:

- 1 year of experience working in security
- 1+ years of experience working in the cannabis industry preferred
- Military or law enforcement background preferred
- Customer service experience preferred
- Ability to lift/carry up to 50 pounds

Social Media Manager:

- Bachelor's degree in marketing or graphic design
- 4+ years in a related role
- Experience developing and maintaining social media accounts (Facebook, Instagram, and Twitter)
- Ability to create visually appealing graphics and advertisements
- Ability to travel and attend events
- Knowledge of market trends and ability to adjust marketing and advertising to current data

4. Training

4.1. State required training.

All employees will undergo a standard training process which has been established by the state.

"Responsible Vendor Training" requirements are:

- All current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a "responsible vendor."
- Once a licensee is designated a "responsible vendor," all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
- After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana

for adult use shall successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."

- ❖ Administrative employees who do not handle or sell marijuana may take the "responsible vendor" program on a voluntary basis.
- ❖ Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

"Responsible Vendor Training" standards include:

- ❖ No owner or employee of a responsible vendor program shall have an interest in a licensed Marijuana Establishment;
- ❖ Program providers shall submit their programs to the Commission every two years for approval as a responsible vendor program;
- ❖ The program shall include at least two hours of instruction time;
- ❖ The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;
- ❖ The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three years;
- ❖ The provider shall make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;
- ❖ The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;
- ❖ Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;
- ❖ Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and program providers shall solicit effectiveness evaluations from individuals who have completed their program.

Certification Training Class Core Curriculum includes:

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

- Marijuana's physical effects based on type of marijuana product
- The amount of time to feel impairment
- Visible signs of impairment
- Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices
- Compliance with all tracking requirements; and
- Acceptable forms of identification Training shall include:
  - How to check identification
  - Spotting false identification
  - Medical registration cards issued by the DPH;
  - Provisions for confiscating fraudulent identifications; and
  - Common mistakes made in verification.
- Other key state laws and rules affecting owners, managers, and employees. This will include:
  - Local and state licensing and enforcement
  - Incident and notification requirements;
  - Administrative and criminal liability
  - License sanctions and court sanctions
  - Waste disposal;
  - Health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises
  - Permitted hours of sale
  - Conduct of establishment
  - Permitting inspections by state and local licensing and enforcement authorities
  - Licensee responsibilities for activities occurring within licensed premises
  - Maintenance of records
  - Privacy issues
  - Prohibited purchases and practices.

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

4.2. In House Training

All employees will be required to submit certain documentation as part of the hiring process. This documentation is required for any employee to work in the state of Massachusetts. These documents will be kept on the premises in a lock box and a digital copy will be kept as well.

The list of require documents is:

- Acceptable identification as spelled out in the I-9 form by the state of Massachusetts
- Completed I-9 Form
- Completed W-4
- A signed acknowledgement for verifying that the information has been collected

State Registration Cards:

All employees working in a cannabis facility must carry their registration card on them at all times. An employee will not be able to start working until it has been confirmed that they have received their state registration card. Registration cards are valid for one year and may be renewed by the state annually. If any information has changed on the registration card, the employee must notify the CCC and upper management within 3 days. Any security cards that have been lost or stolen must be immediately reported to security.

Employee Training:

All employees will partake in the state required “Responsible Vendor Training”. After completing this training, employees will all go through a New Hire Orientation. This will include:

- Tour of the Facility
- Meeting Co-Workers and Upper Management
- Personnel Policies and Procedures (Harassment, Discrimination, Employee Benefits)
- Customer Service Training
- Confidentiality
- POS training (as provided by BioTrack)

All other position specific training will be implemented and approved by KCCS management. A minimum of 8 hours of training will take place annually to review current policies and procedures.

Roles for Team Member:

Team Members at KCCS have multiple responsibilities. Our priority is maintaining a safe and compliant environment that maintains a culture of diversity and inclusion. When you are working at KCCS, you are a representation of our brand. As such, employees will be expected to practice taking extra measures to ensure that KCCS is maintaining a culture of diversity. Our employees will frequently be surveyed as to whether they feel that their gender, race, orientation or age are holding them back from moving forward within the company.

Our training will include classroom-led trainings, video trainings, testing and ongoing training within the facility. Management will assist in the development of the training protocols and consultants will be hired to fill in any training procedures specific to each job. Our Point Of Sale system known as Biotrack has ample training materials available to ensure that employees are remaining in compliance with state inventory regulations.

With the developing cannabis industry growing at a rapid rate, it is important to ensure a smooth flow of working operations within our store. As our employees become trained and experienced working in their roles, they may be asked to cross train into different departments within our store. Once the cross training is complete, the staff member may be asked to perform job duties from other departments. This is important for growth in our company and can lead to promotions and upward mobility within our company.

Team members are ultimately responsible for providing outstanding products and services to every employee. A good team member in our company will have broad knowledge of the regulated market and will be able to assist customers whenever possible in their purchases.

4.2.1. Work Environment Etiquette:

- Keep conversations and noise levels to a minimum. Loud noises and side conversations can be a distraction to customers. We want to ensure that customers can come to KCCS and have a peaceful and distraction free shopping experience every time.
- Always make sure that supplies are adequately stocked. If you are running low on something be sure to restock accordingly.
- What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times

show discretion, good taste, and appropriateness for the safe performance of your job.

- ❖ Leave your negativity at the door. KCCS understands that you may be having a bad day. If it is uncontrollable and you are unable to function on the sales floor, please speak to upper management to seek a solution.
- ❖ If you are unsure about how to handle a situation, seek the help of your superiors. It is better to take the extra time to be sure that you are educated on the subject than to take a risk of trying to handle a situation on your own. Compliance and safety are of the highest priorities at KCCS, and all employees must take any steps necessary to ensure that standards are being met.
- ❖ Practice your listening skills. Always listen to what your managers, co-workers and customers are saying. Seek first to understand, then to be understood.
- ❖ Allow managers and co-workers to give you feedback. Always remain teachable. Do not take offense when someone critiques the way that you completed a task.

4.2.2. The Three C's: Community, Compassion, Compliance

- ❖ Community:

Acknowledge that you are a representation of our company. Anything you say while on the job or outside the job will be a direct representation of KCCS.

Maintain a sense of pride in working at KCCS. Be proud to be part of a burgeoning industry in the state of Massachusetts and let it shine through in all of your customer interactions.

- ❖ Compassion:

Treat all customers with compassion and kindness. Address customer concerns with a sense of empathy and help resolve issues in a caring manner.
Take customer complaints seriously. Do not brush off any customer complaints no matter how menial they may seem.
Take extra steps to ensure that KCCS is exceeding standards in cleanliness and product presentation so that the customer has the optimal experience.

- ❖ Compliance:

Frequently review state regulations to ensure that you are remaining in compliance with state guidelines.
If you are unsure about regulatory requirements ask your superiors for help. It is better to be over prepared than underprepared
Be meticulous and thorough in all your endeavors. Ensure that you are conscientious and paying close attention to detail in everything that you do.

4.2.3. Harassment:

If at any time you feel as if a conversation could be construed as discriminatory, hateful or offensive, it is best to leave the conversation. An employee may also redirect the conversation away from the discriminatory response.

KCCS will take harassment, discrimination and sexual misconduct very seriously. Any reports of such misconduct will result in an intensive investigation. If misconduct is found to have happened immediate corrective and disciplinary action will be taken which could include termination. KCCS has a zero-tolerance policy for harassment and discrimination, and any violations of our policy will result in disciplinary actions. Groups that are considered protected by our policy include gender, age, race, color, religion, veteran's status, disability, and any other status deemed protected per state and federal law.

Harassment includes any offensive action directed at one of the protected acts. This will include foul language, jokes, slurs, derogatory comments, negative stereotyping, threatening or intimidating acts, unwelcome sexual advances and obtaining posting or circulating offensive material.

4.2.4. Electronics Policy:

KCCS employees must leave their electronic devices with their personal belongings. Electronic devices may only be used during break times. If an employee is caught using electronic devices while on the clock, disciplinary actions may be taken. Team members should constantly be improving their communication and people skills to add value to the company, and electronic use is not conducive to this growth and development.

All phones, computers, email and internet used by employees at KCCS are the property of the company and are intended for business use only. Using company electronics for personal use without permission from management is strictly prohibited and could result in disciplinary action.

4.2.5. While using company electronics the following are strictly prohibited:

- Using the organization's time and resources for personal use
- Disclosing any personal information about staff or customers
- Engaging in unauthorized transactions
- Intimidating, defaming, slandering or harassing other individuals
- Obtaining unlawful or unauthorized information

- ❖ Refusing to cooperate with a security investigation
- ❖ Jeopardizing the security of the organization
- ❖ Defaming another organization's products or services
- ❖ Engaging in illegal activities

4.2.6. Preventing Loitering:

All employees will be trained on how to prevent loitering within our facility. While we encourage our customers to stay and ask questions for as long as they need, staying in our facility after purchase or education can disrupt traffic flow, cause disruptions to neighbors and can lead to diversion.

If a customer or group of customers stays for too long in our facility, our employees will need to first ask if they need help or assistance. If the customer does not need assistance, the customer will kindly be asked to leave. If the customer refuses to leave, security should immediately be notified. If security is not able to resolve the issue, then local law enforcement will need to be notified.

ENERGY COMPLIANCE PLAN.

There are many opportunities for KCCS to reduce energy usage and costs through energy efficient equipment and operations. Lighting, heating and air conditioning are large energy users in Retail establishments.

KCCS will engage in the following actions to reduce energy consumption in compliance with 935 CRM 500.105(1)(q) and 500.105(15):

1. *KCCS will identify potential energy-use reduction opportunities and a plan for implementation of those opportunities. This will include natural lighting and energy efficient technology.*
    a. KCCS will monitor and examine its utility bills and usage statements in order to identify practices and procedures that will reduce energy use.
    b. Whenever KCCS is seeking to upgrade, renovate, or expand the retail store, it will identify and consider energy savings opportunities when doing so.
    c. If any existing equipment fails and needs to be replaced, KCCS will always consider whether a more efficient alternative exists rather than an identical replacement.
2. *KCCS will consider opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;*
    a. KCCS will assess its options for energy supply in Northampton and identify and consider which, if any, options would provide energy from renewable sources.
    b. If KCCS upgrades, renovates or expands its retail store, or when it replaces failed equipment, it will consider and identify any opportunities to incorporate renewable energy generation into those plans.
3. *KCCS will engage in strategies to reduce electric demand. These strategies may include lighting schedules, active load management, and energy storage;*
    a. KCCS will identify its own usage and demand through an evaluation of data available from its own energy providers, and, if possible, through the city of Northampton or other sources that would allow for comparison of data. KCCS will use the available data to adjust its operations in order to minimize energy use.
    b. KCCS will enquire of its energy providers regarding opportunities to participate in programs for load curtailment, energy storage, or other active demand management programs.

4. *KCCS will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, section 21, or through municipal lighting plants.*
    a. KCCS will engage with the relevant Mass Save programs to access applicable financial incentives for energy efficiency and demand reduction measures, including efficient lighting, HVAC, and other equipment.
    b. For KCCS's zip code, the Mass Save Sponsors are Eversource (for gas) and NationalGrid (for electricity).

MAINTAINING OF FINANCIAL RECORDS.

1. General Overview.

KCCS, LLC ("KCCS") has established policies regarding record-keeping and record-retention to ensure the maintenance, safe keeping and accessibility of critical documents. KCCS recognizes the importance of maintaining financial records in order to more effectively:

- Monitor the progress of our business
- Prepare Financial Statements
- Identify Sources of Income
- Track our deductible expenses
- Prepare our tax returns and;
- Support the items in our tax return

KCCS intends to use the services of CPA firm Cathro LLC to maintain our financial records in accordance with generally accepted accounting principles in compliance with 935 CMR 500.105(9). Records will be stored at KCCS in a locked room designated for record retention with a copy stored offsite with Cathro LLC, in a secured location. All written records will be available for inspection by the Cannabis Control Commission ("Commission") upon request. KCCS will require its CPA adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

Responsible Organizational Entities:

Chief Financial Officer, Accountant

2. Maintaining Financial Records

KCCS has contracted with accounting and legal professionals to perform the following tasks:

2.1. Consulting Services:

- Assist with setting up a tax efficient corporate structure
- Assist with application process
- Support tax preparers with federal and state tax return preparation

2.2. Accounting Infrastructure Set-Up:

- Set up cloud-based accounting, purchasing, accounts receivable, accounts payable, and inventory control system(s)

- Develop chart of accounts and monthly financial reporting package
- Enter historical information into the accounting system
- Set up of cloud-based payroll and bill payment solutions as needed
- Assist with establishment of accounting and reporting policies and procedures

2.3. Monthly Accounting & Bookkeeping:

- Assets and Liabilities
- Monetary transactions
- Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Electronic processing of accounts receivable, payable, and cash disbursements
- Salary and wages

2.4. Electronic processing of cash receipts

- Bank account reconciliations
- Purchase Orders, inventory receiving, accounts payable
- Sales records, including the quantity, form, and cost of marijuana products
- Record inventory transactions in conjunction with Point of Sale System
- Record payroll in the general ledger
- Journal entry recording
- General ledger account reconciliations and maintenance of subsidiary records
- Monthly closing procedures

2.5. Provide monthly financial statements directly from the ledger (no footnotes), on an accrual basis

2.6. Software and Equipment:

- KCCS and its agents and contractors will not utilize software or other methods to manipulate or alter sales data.
- KCCS will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
- KCCS will maintain records that it has performed the monthly analysis.
- If KCCS determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.
- Further, KCCS shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

2.7. Co-location requirements

- KCCS is not co-located and therefore does not need to maintain and provide to the Commission on a biannual basis accurate sales data 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).

2.8. Separate accounting practices

- KCCS will adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

Diversity Plan.

Our establishment intends to promote a safe and accepting environment for our staff and the customers we serve. This can only be achieved by having no tolerance for those who cannot accept the differences in the people around them. It is the goal of KCCS to create and maintain a positive, supportive, and productive work environment. KCCS will not tolerate harassment or discrimination against any employee or customer. Although every person has a right to due process, discrimination actions encountered in the workplace by an employee is grounds for immediate disciplinary action including termination. Any such occurrence including any disciplinary actions taken, will be documented as part of measuring the effectiveness of this plan.

KCCS's majority shareowner is a minority woman and our Diversity Plan is designed to contain specific and achievable goals so that KCCS can contribute towards promoting equity among the particular demographic of people within the operations of the KCCS organization identified by the Cannabis Control Commission (CCC), specifically minorities.

When hiring we are looking for motivated individuals with a good work ethic and an enthusiasm for giving exemplary customer service. The only acceptable time for an employees' appearance to be evaluated is in how they present themselves as a representative of our establishment. This appearance is not in regard to the color of one's skin, sexual orientation, political affiliation, or creed but how one acts and treats others.

We will adhere to the requirements set forth in 935 CMR 500.105(4) relating to advertising, branding, marketing, and sponsorship practices.

We will not violate the commission's regulations with respect to limitations on ownership or other applicable state laws.

Our Goals:

1. *Educate Hiring Staff* – We will educate hiring staff on the CCC's Diversity Plan initiatives and requirements and this KCCS Diversity Plan. Training will benefit the leadership staff through knowledge of the regulations, identifying unconscious bias, guidelines for self-monitoring and awareness of individual acts, awareness of program performance and continuous improvement, and also integration of these lessons with our workforce. Our Goal is for 100% of our hiring staff to attend the training.

2. *Offer Job Opportunities to Wider Audience* - In order to ensure that job opportunities are available to a wider pool of diverse people, we will list our job openings on an

award winning job posting website that will attract qualified and/or motivated individuals. Hiring staff will interview a variety of prospective candidates including those representative of the target demographic. Due to the small footprint of our retail store, KCCS only anticipates hiring three to six people within the first year of operations and will continue to assess our staffing needs on an ongoing basis. Our goal/target is 33% of individuals hired will be minorities.

Programs:

The following programs have been designed to achieve the goals previously laid forth.

1. *Educate Hiring Staff* - The store manager involved with the hiring process will undergo in-house training related to the CCC's Diversity Plan initiatives and KCCS Diversity Plan including but not limited to: elements of a diversity plan, affected demographics, goals and programs to promote equity, including the goals, programs, and measures of this diversity plan. In addition to in-house training, the store manager may also participate in a continuing education course on diversity and inclusion offered by a third-party provider. An example of such a course is offered through Purdue University (Future Learn) and is titled "Understanding Diversity & Inclusion" and is estimated to take three weeks at a pace of three hours a week. When the course is completed a Certificate of Achievement will be awarded by Purdue/Future Learn. Courses such as this generally cover definitions of diversity, tools to manage diversity, bias & self-regulation, incremental processes, and bridging differences. We believe targeted education will enable us to better effectuate our ability to implement this Diversity Plan including a goal of hiring a diverse workforce including a "no expertise" hire. This Program is to effectuate the Goal of 100% of hiring staff to attend training.

2. *Offer Job Opportunities to Wider Audience* - To allow for more awareness of the job opportunities offered by our company and to achieve our goals of a diverse workforce, we will utilize award winning online job posting sites of at least one of the following: Indeed.com, LinkedIn.com, Monster.com, Snagajob.com, or other award winning and effective online job posting websites. <u>This program is to effectuate the Goal of having a diverse workforce demographic of at least 33% that meet the minority demographic</u>.

3. *Offer 'No Expertise' Positions* – Our Company would also like to provide opportunity for potential job applicants that may not have experience working in the adult use cannabis retail industry. We will create job descriptions specifically to post and hire entry-level positions with expectations that will lead to opportunities for promotion based on performance and qualification to the next established job grade. This program is to compliment the Goal of having a diverse workforce. If applicable, a hire under this program shall be included in the total workforce calculation listed in the aforementioned second goal.

The entry level positions are:
a. Budtender I (entry level) – This would be a part-time position for extra help on the sales floor during high volume hours. This position would work under direct supervision and be responsible for greeting, assisting, and educating customers as they enter and until they exit the facility.

Monitoring Results/Accountability:

1. *Educate Hiring Staff* – All in-house training and participation will be documented to ensure that 100% of the hiring staff has completed the training. NOTE: Training will not use required Responsible Vendor Training to satisfy the training of employees pursuant this Diversity Plan. Also, a true indicator of the effectiveness of the training initiatives will be evaluated by the success of achieving the milestones of KCCS's Diversity Plan including management's disciplinary actions taken on documented occurrences of harassment or discrimination at the workplace. KCCS will develop reports to measure each program goal in this Diversity Plan including any documented occurrences of harassment or discrimination actions, if applicable each year prior to the annual license renewal process. Corrective actions, if any, may include but is not limited to: in-house training refresher(s), revisions to this plan, third party refresher courses on diversity. We will count the number of individuals among hiring staff who complete the training and compare that to the total number of hiring staff to ensure that 100% of such staff attend the training.

2. *Offer Job Opportunities to Wider Audience* – We will count the number of individuals hired who meet the minority demographic. This number will be assessed from the total workforce number to determine the percentage to ensure that 33% of all individuals hired represent the target demographic, in accordance with our goal.

The timeframe relating to our tracking of these programs will be ongoing. The success of the entirety of this plan will be evaluated by measuring the milestones including management's disciplinary actions taken on documented occurrences of harassment or discrimination at the workplace, if any. Measurements for each Goal will be documented. Reports will be updated whenever a personnel change occurs, a program milestone is achieved, or if a harassment or discrimination occurrence is experienced. A detailed description of the employee's time at our establishment will be kept starting from KCCS's job posting(s), to their application, and throughout their potential employment. Each calendar year prior to the annual license renewal process, a full report of the KCCS Diversity Plan will be created detailing the demographics and category metrics and will be available for review by every employee upon request and will be made available to the CCC for review.