



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285301
Original Issued Date: 04/15/2025
Issued Date: 04/15/2025
Expiration Date: 04/15/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Pioneer Valley Trading Company Inc.

Phone Number: 413-454-1475 Email Address: Pioneervalleytradingllc@gmail.com

Business Address 1: 660 college highway

Business Address 2:

Business City: Southwick

Business State: MA

Business Zip Code: 01077

Mailing Address 1: 475 Southampton Road

Mailing Address 2:

Mailing City: Westfield

Mailing State: MA

Mailing Zip Code: 01085

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 41

Percentage Of Control: 41

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: Albert

Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 32.08 Percentage Of Control: 32.08
Role: Owner / Partner Other Role:
First Name: Richard Last Name: Fiore Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Michael Last Name: Albert Suffix:
Marijuana Establishment Name: Pioneer Valley Trading Company Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Westfield Marijuana Establishment State: MA

Individual 2

First Name: Michael Last Name: Albert Suffix:
Marijuana Establishment Name: Pioneer Valley Trading Company Inc. (license surrendered) Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Westfield Marijuana Establishment State: MA

Individual 3

First Name: Michael Last Name: Albert Suffix:
Marijuana Establishment Name: Pioneer Valley Trading Company Inc. (license surrendered) Business Type: Marijuana Cultivator
Marijuana Establishment City: Westfield Marijuana Establishment State: MA

Individual 4

First Name: Richard Last Name: Fiore Suffix:
Marijuana Establishment Name: Pioneer Valley Trading Company Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Westfield

Marijuana Establishment State: MA

Individual 5

First Name: Richard

Last Name: Fiore

Suffix:

Marijuana Establishment Name: Pioneer Valley Trading Company Inc. (license surrendered)

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Westfield

Marijuana Establishment State: MA

Individual 6

First Name: Richard

Last Name: Fiore

Suffix:

Marijuana Establishment Name: Pioneer Valley Trading Company Inc. (license surrendered)

Business Type: Marijuana Cultivator

Marijuana Establishment City: Westfield

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 660 College Highway

Establishment Address 2:

Establishment City: Southwick

Establishment Zip Code: 01077

Approximate square footage of the establishment: 2200

How many abutters does this property have?: 10

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
Community Outreach Meeting Documentation	COM Newspaper Notice - [Attachment A] - {PVTC} - (9.27.24).pdf	pdf	6723d6b6a18da60008e670f9	10/31/2024
Community Outreach Meeting Documentation	COM Town Notice - [Attachment B] - {PVTC} - (9.27.24).pdf	pdf	6723d6bea18da60008e6718f	10/31/2024
Community Outreach Meeting Documentation	COM Abutter Notice - [Attachment C] - {PVTC} - (9.25.24).pdf	pdf	6723d6bfa18da60008e671a3	10/31/2024
Community Outreach Meeting Documentation	COM Attestation Form - {PVTC} - (2024).pdf	pdf	6723dec6a18da60008e6896d	10/31/2024
Plan to Remain Compliant with Local Zoning	Plan to Comply with Local Zoning - {PVTC}.pdf	pdf	6723f594a18da60008e698ad	10/31/2024
Community Outreach Meeting Documentation	Abutters - {New Retail PVTC}_Redacted.pdf	pdf	67251acca18da60008e75849	11/01/2024
Community Outreach Meeting Documentation	Abutters southwick.pdf	pdf	67251bb924916600084ed282	11/01/2024
Executed HCA	Southwick HCA.pdf	pdf	673e54f6a18da60008fa00ba	11/20/2024

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Date generated: 05/02/2025

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP Blue Skies Donation Acceptance Letter - {PVTC} - (11.1.2024).pdf	pdf	67251e4124916600084ed600	11/01/2024
Plan for Positive Impact	PIP - {PVTC} - (11.11.24).pdf	pdf	67324d7724916600085797d5	11/11/2024
Other	Donation Acceptance #2.pdf	pdf	675734db790d8600087c8758	12/09/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Richard **Last Name:** Fiore **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
Department of Revenue - Certificate of Good standing	Cert DOR - {PVTC} - (10.14.24).pdf	pdf	6723e41024916600084df835	10/31/2024
Department of Unemployment Assistance - Certificate of Good standing	Cert DUA - {PVTC} - (10.15.24).pdf	pdf	6723e41a24916600084df849	10/31/2024
Secretary of Commonwealth - Certificate of Good Standing	Cert SOC - {PVTC} - (10.8.24).pdf	pdf	6723e420a18da60008e68dd2	10/31/2024
Articles of Organization	Articles of Conversion - {PVTC}.pdf	pdf	6723e70824916600084dfc01	10/31/2024
Articles of Organization	Articles of Organization - {PVTC}.pdf	pdf	6723e76424916600084dfcb2	10/31/2024
Bylaws	PVTC Op Agreement 2023-pages-1.pdf	pdf	6723ea9ea18da60008e69377	10/31/2024
Bylaws	PVTC Op Agreement 2023-pages-2.pdf	pdf	6723eaba24916600084dfec5	10/31/2024
Bylaws	PVTC Op Agreement 2023-pages-3.pdf	pdf	67324a4524916600085790d3	11/11/2024
Bylaws	Attestation PVTC	pdf	67324a52249166000857918b	11/11/2024

ownership_financial status

11.6.24.pdf

No documents uploaded

Massachusetts Business Identification Number: 001430738

Doing-Business-As Name:

DBA Registration City: Southwick

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance PVTC 121721.pdf	pdf	66e174ce94e8b800085fc956	09/11/2024
Proposed Timeline	PROPOSED TIMELINE Pioneer Valley Trading 11.11.24.pdf	pdf	67324b14a18da60008f01a5e	11/11/2024
Business Plan	Business Plan - {PVTC} - (11.20.24) .pdf	pdf	673e58aaa18da60008fa0664	11/20/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Diversity Plan - {PVTC} - (4.11.24).pdf	pdf	66f2324acfa6590008eb13c8	09/23/2024
Dispensing procedures	PVTC Logo 2024.png	png	6723f09524916600084e0471	10/31/2024
Inventory procedures	Inventory procedures - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6bfe2491660008615f77	11/20/2024
Maintaining of financial records	Maintaining Financial Records - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c00a18da60008fa2b90	11/20/2024
Personnel policies including background checks	Personnel Policies - Retail - {PVTC} - (11.15.23).pdf	pdf	673e6c022491660008615f8b	11/20/2024
Dispensing procedures	Dispensing Procedures - Retail - {PVTC} - (11.14.23).pdf	pdf	673e6c042491660008615f9f	11/20/2024
Energy Compliance Plan	Energy Compliance Plan - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c07a18da60008fa2ba4	11/20/2024
Prevention of diversion	Prevention of Diversion - {PVTC} - (9.18.23).pdf	pdf	673e6c2aa18da60008fa2bb8	11/20/2024
Qualifications and training	Qualifications and training - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c2b2491660008615fb3	11/20/2024
Quality control and testing	Quality Control and Testing - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c2da18da60008fa2bcc	11/20/2024
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c2e2491660008615fc7	11/20/2024
Restricting Access to age 21 and older	Plan to Restrict Access 21 - Retail - {PVTC} - (11.15.23).pdf	pdf	673e6c302491660008615fde	11/20/2024

Storage of marijuana	Storage of Marijuana - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c4e2491660008615ff5	11/20/2024
Transportation of marijuana	Transportation of Marijuana - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c50a18da60008fa2be6	11/20/2024
Record Keeping procedures	Record Keeping Procedures - {PVTC} - (11.15.23).pdf	pdf	673e6c512491660008616009	11/20/2024
Security plan	Security Plan - Retail - {PVTC} - (9.18.23).pdf	pdf	673e6c53a18da60008fa2bfa	11/20/2024

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 - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 6:00 PM

Tuesday From: 10:00 AM Tuesday To: 6:00 PM

Wednesday From: 10:00 AM Wednesday To: 6:00 PM

Thursday From: 10:00 AM Thursday To: 6:00 PM

Friday From: 10:00 AM Friday To: 6:00 PM

Saturday From: 10:00 AM Saturday To: 6:00 PM

Sunday From: 10:00 AM Sunday To: 6:00 PM

Dear Annie

By Annie Lane

SOUTHWICK TOWN CLERK
RCVD 2024SEP27PM12:21

Attachment A



Wife weighs divorce or saving marriage

Dear Annie: I have been with my husband since high school, so we've been together for 14 years and married for seven. I love him very much, but I'm starting to hate him.

He is angry every day. He comes home from work and doesn't pay attention to our children. I do all the cleaning in the house. And he's been getting into his religion again; I'm an atheist, so we butt heads a lot.

I'm scared to get a divorce, as I feel like that's drastic, but when I try to talk to him about us not working out, he shuts me down and says nothing while rolling his eyes. We end up both just getting super angry with each other.

Now, I'm not always the easiest to live with either, but I do everything for our kids, and I feel like he doesn't appreciate that.

Our relationship has just become arguing all the time and I'm not sure what to do. Do I end it and take care of our children alone or try to make it work? — *Confused and Hurt*

Dear Confused: It's clear that your marriage as it stands isn't working for you or your husband and it's time for some sort of change.

Before pursuing anything "drastic,"

as you say, you and your husband need to at least attempt couples counseling. For each other's sake and the sake of your children, it's worth trying to salvage the family you've built, but your husband has to be willing to try, too.

If he continues to resist, then you will have to decide what is best for yourself and the kids. Staying in this unhappy and unhealthy dynamic will only continue to breed more dysfunction.

Dear Annie: I was disappointed in your response to "Help," the woman reaching out for advice on how to handle her fiancé's situation with his parents.

I've come from a similar world. I'm married to someone who used to struggle with standing up to his parents, which, combined with other problems, nearly destroyed our marriage and tore apart our family a few years ago.

Since then, we've gotten help and have learned how to properly handle such situations.

She has every right to be concerned, and she is being very wise about seeing the possible problems that may come later down the road.

If she has an issue with this now and he's not taking her seriously, it would

not be wise for things to move forward. These "well-meaning and caring" parents are suffocating the life and possibility out of this relationship and sabotaging it, and he is enabling them by allowing them to.

"Help" and her fiancé should start to work together to find a mutually satisfying solution and give each other the respect they deserve. — *Been There, Got Help*

Dear Been There: A number of readers wrote in commiserating with "Help" and warning that her future in-laws' invasiveness could get worse down the road.

You are absolutely correct that newlyweds require privacy, and "Help's" fiancé must stand up to his parents if their "support" is getting in the way of his relationship.

"How Can I Forgive My Cheating Partner?" is out now! Annie Lane's second anthology — featuring favorite columns on marriage, infidelity, communication and reconciliation — is available as a paperback and e-book. Visit <http://www.creatorspublishing.com> for more information. Send your questions for Annie Lane to dearannie@creators.com.



Hints from Heloise

By Ponce Kiah Marchelle Heloise Cruse Evans

This is a no-judgment zone when it comes to hints

LEGAL NOTICES

(September 27, 2024)

(SEAL)
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

DOCKET NO. 24 SM 003371

ORDER OF NOTICE

TO:
Adam T. Grabowiec
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. C. 50 §3901 (et seq):

NewRez LLC d/b/a Shellpoint Mortgage Servicing Successor by Merger to Specialized Loan Servicing LLC

claiming to have an interest in a Mortgage covering real property in Russell, numbered 490 Westfield Road, given by Adam T. Grabowiec to Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Mortgage Network, Inc., its successors and assigns, dated July 14, 2021, and recorded in Hampden County Registry of Deeds in Book 23998, Page 373, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before 11/4/2024 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, GORDON H. PIPER Chief Justice of this Court on 9/20/2024.

Attest: Deborah J. Patterson
Recorder

(September 27, 2024)

Community Outreach Meeting

Pioneer Valley Trading Company Inc., a proposed cannabis retailer is giving notice of a Community Outreach Meeting on October 11th, 2024 5pm-7pm at 660 College Highway, Southwick MA 01077. We will be discussing our proposed location at 660 College Highway Southwick MA 01077 and retail only operations for Medical and Recreational (Adult-Use) cannabis. There will be an opportunity for the public to ask questions. Questions can also be emailed to:

pioneervalleytradingllc@gmail.com

(September 27, 2024)

CHIMNEY SWEEPS

A-1
A STEP ABOVE THE REST!

JMF CHIMNEY SERVICE

Need chimney repair? We do brick repair, crown seals and repairs. Stainless steel liner installs, as well as stainless rain caps. We sweep all flues. Stove installations. Free estimates provided. Owner operated

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JAMES FERRIS ELECTRICIAN
Lic.#E16303

Insured. 50 yrs. experience.
No job too small.
Call 413-330-3682

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Green and Seasoned Hardwoods
Cut to length, Split, and Delivered

SOUTHWICK TOWN CLERK
2024 SEP 27 PM 12:20

Pioneer Valley Trading Company INC

9/25/24

Community Outreach Meeting

To: Southwick Select Board, Town Clerk, Planning Board, Abutters Within 300 Feet

Pioneer Valley Trading Company INC, a proposed cannabis retailer is giving notice of a Community Outreach Meeting on October 11th, 2024 5pm-7pm, at 660 College Highway, Southwick MA 01077. We will be discussing our proposed location at 660 College Highway Southwick MA 01077 and retail only operations for Medical and Recreational (Adult-Use) cannabis. There will be an opportunity for the public to ask questions. Questions can also be emailed to: pioneervalleytradingllc@gmail.com. Thank you!

Sincerely,

The Pioneer Valley Trading Team

Pioneer Valley Trading Company INC

9/25/24

Community Outreach Meeting

To: Southwick Select Board, Town Clerk, Planning Board, Abutters Within 300 Feet

Pioneer Valley Trading Company INC, a proposed cannabis retailer is giving notice of a Community Outreach Meeting on October 11th, 2024 5pm-7pm, at 660 College Highway, Southwick MA 01077. We will be discussing our proposed location at 660 College Highway Southwick MA 01077 and retail only operations for Medical and Recreational (Adult-Use) cannabis. There will be an opportunity for the public to ask questions. Questions can also be emailed to: pioneervalleytradingllc@gmail.com. Thank you!

Sincerely,

The Pioneer Valley Trading Team

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
2. 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:

b. Name of publication:

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:

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:

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Plan to Comply with Local Zoning

Pioneer Valley Trading Company Inc.

Location: 660 College Highway, Business Restricted Zone, Southwick, Massachusetts

Overview

Pioneer Valley Trading Company Inc. ("Pioneer Valley") is committed to full compliance with all local zoning requirements as outlined by the Town of Southwick. Operating within the Business Restricted Zone, we will ensure that our recreational cannabis retail establishment at 660 College Highway adheres to local bylaws and standards, fostering a responsible and compliant operation within the community.

Commitments to Compliance

1. Adherence to Business Restricted Zoning Requirements

Pioneer Valley's selected site in the Business Restricted Zone is compliant with Southwick's zoning requirements for cannabis retail establishments. We affirm that our establishment will operate in strict alignment with local zoning regulations applicable to this district.

2. Special Permit Application and Review

Pioneer Valley will complete and submit a Special Permit application as required by Southwick for cannabis establishments within the Business Restricted Zone. The Special Permit process may involve:

- Public hearings and community feedback to address local concerns and gather input.
- Compliance with any specific conditions or requirements set by the Planning Board to ensure our operation aligns with Southwick's standards and safety considerations.

3. Compliance with Site and Operational Standards

Our dispensary will meet all relevant standards outlined in Southwick's bylaws, including:

- **Signage Compliance** (§185-29): Pioneer Valley will follow all regulations on signage size, type, location, and lighting to ensure our signage is both effective and compliant.
- **Environmental Standards** (§185-36): The facility will employ odor and environmental control measures, ensuring minimal impact on surrounding areas. Regular maintenance of these systems will be conducted to meet ongoing compliance.

- **Site Plan Approval (§185-37):** Pioneer Valley will work with local officials to secure site plan approval, detailing parking, accessibility, security features, and building layout.
4. **Host Community Agreement**
- Pioneer Valley has already executed a Host Community Agreement (HCA) with the Town of Southwick. This agreement outlines our commitments to community contributions and any applicable impact fees associated with our operations.

Ongoing Compliance and Community Engagement

Pioneer Valley Trading Company Inc. is dedicated to maintaining a compliant and community-centered operation. We will continuously monitor local and state regulatory changes, adjusting our practices to meet any new requirements. Furthermore, we are committed to open communication with the Southwick community, addressing any concerns to foster positive relationships and transparency.

[REDACTED]
PO BOX 200
SOUTHWICK, MA 01077-0155

[REDACTED]
432 MONTGOMERY RD
WESTFIELD, MA 01085

[REDACTED]
63 TANNERY RD
SOUTHWICK, MA 01077

[REDACTED]
213 GRANBY RD
CHICOPEE, MA 01013

[REDACTED]
233 SOUTH PATTERSON
SPRINGFIELD, MO 65802

[REDACTED]
26 BISSONNETTE CIRCLE
SOUTHAMPTON, MA 01073

[REDACTED]
184 BERKSHIRE AVENUE
SOUTHWICK, MA 01077

[REDACTED]
P O BOX 319
SOUTHWICK, MA 01077

[REDACTED]
163 PROSPECT ST EXT
WESTFIELD, MA 01085

[REDACTED]
86 FALLEY DRIVE
WESTFIELD, MA 01085



300 feet Abutters List Report

Southwick, MA
November 01, 2024

Subject Property:

Parcel Number: 065-027-000
CAMA Number: 065-027-000-000-0000
Property Address: 660 COLLEGE HIGHWAY

Mailing Address: SOUTHWICK COMMUNITY EPISCOPAL
CHURCH
660 COLLEGE HIGHWAY
SOUTHWICK, MA 01077

Abutters:

Parcel Number: 051-001-000
CAMA Number: 051-001-000-000-0000
Property Address: 657 COLLEGE HIGHWAY

Mailing Address: [REDACTED] IETH E REVOC

01077

Parcel Number: 051-012-000
CAMA Number: 051-012-000-000-0000
Property Address: 662 COLLEGE HIGHWAY

Mailing Address: [REDACTED] TERPRISES LLC
PERSON
035802

Parcel Number: 051-013-000
CAMA Number: 051-013-000-000-0000
Property Address: COLLEGE HIGHWAY OFF

Mailing Address: [REDACTED] F & IRENE M
EXT
0085

Parcel Number: 065-023-000
CAMA Number: 065-023-000-000-0000
Property Address: 631 COLLEGE HIGHWAY

Mailing Address: [REDACTED] RD P
01077-0155

Parcel Number: 065-024-000
CAMA Number: 065-024-000-000-0000
Property Address: 653 COLLEGE HIGHWAY

Mailing Address: [REDACTED]
13

Parcel Number: 065-025-000
CAMA Number: 065-025-000-000-0000
Property Address: 655 COLLEGE HIGHWAY

Mailing Address: [REDACTED] ENUE
01077

Parcel Number: 065-026-000
CAMA Number: 065-026-000-000-0000
Property Address: 662 A COLLEGE HIGHWAY

Mailing Address: [REDACTED] DRAGE LLC
CIRCLE
A 01073

Parcel Number: 065-028-000
CAMA Number: 065-028-000-000-0000
Property Address: 648 COLLEGE HIGHWAY

Mailing Address: [REDACTED]
01077

Parcel Number: 065-029-000
CAMA Number: 065-029-000-000-0000
Property Address: 642 COLLEGE HIGHWAY

Mailing Address: [REDACTED] C
0085

Parcel Number: 065-031-000
CAMA Number: 065-031-000-000-0000
Property Address: 628 COLLEGE HIGHWAY

Mailing Address: [REDACTED] APARTMENTS
RD
0085



www.cai-tech.com

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

Ezra Parzybok
Cannabis Business Consultant



📞 413-539-3059
✉ ezra@blueskiescan.com
📍 90 Conz St. Northampton, MA

Mike Albert
Pioneer Valley Trading Company
Retail 2
660 College Highway
Southwick MA

Your Generous Contribution to Blue Skies Unlimited LLC

Mike,

On behalf of Blue Skies Unlimited LLC, and our pro bono and reduced fee fellow Social Equity clients, thanks for several years of successful Positive Impact in helping SEs into the industry.

Your Positive Impact Plan, designed to meet the spirit and objectives of state law M.G.L. Ch. 94G §4, will provide over 25 hours of essential consulting services and as many as 100 pages of documentation in our pro bono and reduced fee programs for Social Equity (SE)/Economic Empowerment (EE) individuals and residents of Areas of Disproportionate Impact (ADIs) for the 2024/2025 license year. Upon renewal next year, we will include a thank you letter from a Social Equity business that your contribution helped. Since 2019, we have helped 9 SE companies get to final operations and over a dozen through Provisional licensing.

A general applicant may accrue costs in the tens of thousands of dollars with consultants, architects, engineers, attorneys, speaking with town officials, and pursuing licensing and permitting. Although your contribution only provides a fraction of what an applicant must pay, our goal is to provide 10x the value of your contribution in services to the Social Equity applicants. Through a \$1000 contribution, we provide the equivalent of \$10,000 in services to a fellow SE applicant. Blue Skies has brought Social Equity teams through licensing inspections, navigating the CCC, Architectural Review support, HCA procurement, investment consulting, document preparation, and other services. Social Equity is a meaningful approach to reversing marijuana enforcement and we are proud to provide SE with boots-on-the-ground support that other well-funded clients receive.

Best Regards,

A handwritten signature in black ink, appearing to read "Ezra Parzybok".

Ezra Parzybok
Principal Consultant
Blue Skies Unlimited LLC

Pioneer Valley Trading Company LLC
Positive Impact Plan

Introduction

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups Positive Impact Plans are intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**

Programs:

1. **Engagement** with a Social Equity Program Participant–

We seek to engage with SE-owned businesses to support their continued participation in the industry. We will engage with Social Equity applicant Ezra Parzybok, a cannabis consultant, who provides compliance services as well as serves his fellow SEs through pro bono and reduced-fee consulting. Our company provides his company with funding to support the various services and programs it offers to help SE/Economic Empowerment (EE) and residents of ADIs into the regulated industry. The majority owner of Blue Skies Unlimited LLC is a Commission-Designated Social Equity Program Participant who is also a cannabis business consultant (SE304457.) By providing a minimum of \$1000 in annual funding to Blue Skies Unlimited LLC, we are directly supporting a Social Equity business and indirectly providing mentor-to-mentee application and business development assistance to PTG individuals connected to Holyoke, Greenfield, Pittsfield, Walpole, Taunton, Mansfield or other communities that are Areas of Disproportionate Impact (ADI) as defined by the Commission, through residence or location of their intended business operations at that time.

2. **Hiring/Engagement:** Engage with businesses located in Holyoke or other ADIs, to support their continued work in their community. Engagement may be performed through searching for professions such as accounting, bookkeeping, human resources services, etc. located in the ADI and hiring them or hiring ADI residents for operations. Additionally, we will seek to engage with wholesale suppliers who operate in ADIs or who are SE/EE.

Goals:

These above programs will facilitate direct assistance in the achievement of some or all of the following goals for at least one social equity business and hiring Holyoke and West Springfield PTGs. These are the two closest areas of disproportionate impact.

1. Formally engage with businesses operating in or individuals living in or from Holyoke, West Springfield, or employ residents of these ADIs.
2. Engage with at least one SE-owned ancillary business.

Measurements and Metrics:

1. Did we engage with a Social Equity program participant to meet the spirit of 94G §4?
2. Did we hire or engage with any businesses from Holyoke or another ADI, or other individuals that are considered PTGs?

Acknowledgments

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

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.

We attest we will not provide any of our Positive Impact Plan program resources to Independent Testing Laboratories.



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

mass.gov/dor

Letter ID: L0163537312
Notice Date: October 14, 2024
Case ID: 0-002-612-650



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PIONEER VALLEY TRADING COMPANY IN
475 SOUTHAMPTON RD BLDG WESTFIELD
WESTFIELD MA 01085-1495

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, PIONEER VALLEY TRADING COMPANY INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

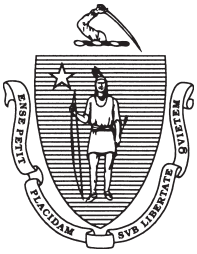
If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 08, 2024

To Whom It May Concern :

I hereby certify that according to the records of this office,

PIONEER VALLEY TRADING COMPANY, INC.

is a domestic corporation organized on **August 17, 2023** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in black ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 24100143870

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tad

**D
PC**

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Entity Conversion of a
Domestic Other Entity
to a Domestic Business Corporation**
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

- (1) Exact name of other entity: Pioneer Valley Trading Company, LLC
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Pioneer Valley Trading Company, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Pioneer Valley Trading Company, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		CNP	10,000	0

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
104 Feeding Hills Road, Southwick, MA 01077
- b. The name of its initial registered agent at its registered office:
Michael Paul Albert
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Michael Paul Albert

Treasurer: Jason Fiore

Secretary: Richard Fiore

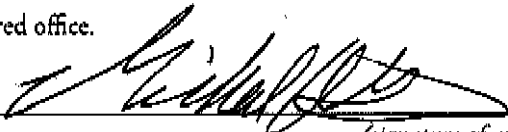
Director(s): Michael Paul Albert, Jason Fiore and Richard Fiore

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:
12/31
- e. A brief description of the type of business in which the corporation intends to engage:
Applying for a license with the Cannabis Control Commission
- f. The street address of the principal office of the corporation:
104 Feeding Hills Road, Southwick, MA 01077
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

104 Feeding Hills Road, Southwick, MA 01077, which is
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed by: 
(signature of authorized individual)

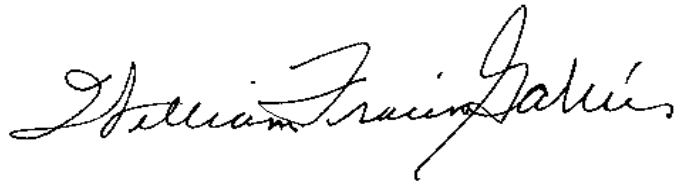
- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 16th day of August, 2023

THE COMMONWEALTH OF MASSACHUSETTS

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

August 17, 2023 07:43 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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: 001430738

1. The exact name of the limited liability company is: PIONEER VALLEY TRADING COMPANY, LLC

2a. Location of its principal office:

No. and Street: 104 FEEDING HILLS ROAD
 City or Town: SOUTHWICK State: MA Zip: 01077 Country: USA

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

No. and Street: 104 FEEDING HILLS ROAD
 City or Town: SOUTHWICK State: MA Zip: 01077 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:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO PRODUCE PRODUCTS TO SELL, OPERATE A RETAIL BUSINESS AND ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO AND ANY OTHER ACTIVITY ALLOWED BY LAW

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: COOLEY, SHRAIR P.C.
 No. and Street: 1380 MAIN STREET
 City or Town: SPRINGFIELD State: MA Zip: 01103 Country: USA

I, COOLEY, SHRAIR P.C. 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	JASON FIORE	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 USA
MANAGER	RICHARD FIORE	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 USA
MANAGER	MICHAEL PAUL ALBERT	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 USA

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

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JASON	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 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 FIORE	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 USA
REAL PROPERTY	RICHARD FIORE	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 USA
REAL PROPERTY	MICHAEL PAUL ALBERT	104 FEEDING HILLS ROAD SOUTHWICK, MA 01077 USA

9. Additional matters:

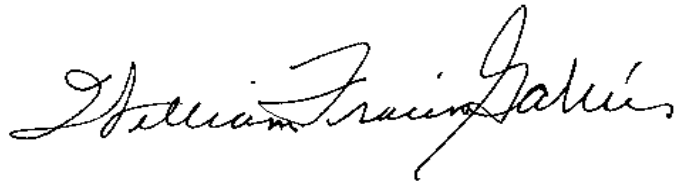
**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of March, 2020,
RICHARD FIORE**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

March 13, 2020 04:12 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXECUTION COPY

AMENDED AND RESTATED

OPERATING AGREEMENT

OF

PIONEER VALLEY TRADING COMPANY, Inc.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE UPON THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER SUCH ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS OR ANY INTEREST THEREIN IS RESTRICTED, AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE COMPANY THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE 1933 ACT, AND APPLICABLE STATE SECURITIES LAWS.

**Amended and Restated Operating Agreement
of
PIONEER VALLEY TRADING COMPANY, inc
(a Massachusetts Corporation)**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of **PIONEER VALLEY TRADING COMPANY, Inc** (the “Company”) is entered into by Michael Paul Albert, Richard E. Fiore, Jr., Jason Fiore, Thomas Keenan, Curtis Gezotis, Jay Larson, and Robert Walker (the “Initial Members”), together with such additional persons who become Members of the Company after the date hereof by execution of the Joinder Agreement in the form attached hereto as Exhibit C (hereinafter collectively with the Initial Members referred to as the “Members”), and shall be effective as of July 5, 2022 (the “Effective Date”).

RECITALS

WHEREAS, the Company was formed by the filing of its Certificate of Organization pursuant to the Massachusetts Uniform Limited Liability Company Act on March 13, 2020 (the “Formation Date”);

WHEREAS, Michael Paul Albert, Richard E. Fiore, Jr. and Jason Fiore, the Members of the Company as of the Formation Date entered into an Operating Agreement on or about the Formation Date; and

WHEREAS, the undersigned wish to enter into this Agreement to amend and restate the previous operating agreement in its entirety, and to provide for the management, operation, and administration of the Company and to set out the respective rights, obligations and interests of the Managers and Members of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

**ARTICLE I
DEFINITIONS**

For purposes of this Agreement, the initially capitalized terms set forth below shall have the following defined meanings:

- (a) “Act” shall mean the Massachusetts Uniform Corporation Act, as set forth in Massachusetts General Laws c. 156D, as the same may be amended from time to time.
- (b) “Affiliate” means (i) a Person or Entity that directly or indirectly controls or is controlled by or is under common control with the specified Person or Entity, and (ii) any member of the immediate family of the specified Person.

- (c) "Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.
- (d) "Certificate of Organization" shall mean the Certificate of Organization of the Company as filed with the Secretary of the State of the Commonwealth of Massachusetts, as may be amended from time to time.
- (e) "Bankruptcy" or "Bankrupt" means, with respect to any Member or Economic Interest Owner, such Member or Economic Interest Owner making an assignment for the benefit of creditors, becoming a party to any liquidation or dissolution action or proceeding with respect to such Member or Economic Interest Owner or any bankruptcy, reorganization, insolvency or other proceeding for the relief of financially distressed debtors with respect to such Member or Economic Interest Owner, or a receiver, liquidator, custodian or trustee being appointed for such Member or Economic Interest Owner or a substantial part of such Member's or Economic Interest Owner's assets and, if any of the same occur involuntarily, the same not being dismissed, stayed or discharged within 120 days; or the entry of an order for relief against such Member or Economic Interest Owner under Title 11 of the United States Code. A Member or Economic Interest Owner shall be deemed bankrupt if the Bankruptcy of such Member or Economic Interest Owner shall have occurred and be continuing.
- (f) "Capital Account" as of any given date shall mean the separate account maintained by the Company for each Member, the balance of which is determined by entering credits and charges in accordance with Article III.
- (g) "Capital Contribution" shall mean any agreed contribution or amount to be contributed to the capital of the Company in cash, property or services by a Member, whenever made.
- (h) "Cash Basis Method of Accounting" shall mean generally accepted cash basis accounting procedures applied on a consistent basis.
- (i) "Code" shall mean the United States Internal Revenue Code of 1986, as amended, and any successor statutes thereto.
- (j) "Company" shall mean PIONEER VALLEY TRADING COMPANY, Inc.
- (k) "Company Interest" shall mean the interest in the profits and losses of the Company, as determined by the percentage of ownership of the Company of each Member and Economic Interest Owner.
- (l) "Derivative Action" shall mean an action brought by an individual Member of the Company on behalf of the Company to enforce the rights of the Company.
- (m) "Direct Action" shall mean an action brought by a Member of the Company against a Manager, another Member or the Company itself to protect the Members interest in the Company.

(n) Intentionally Omitted

(o) "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: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incidental to the normal operations of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(p) "Economic Interest" shall mean an Economic Interest Owner's economic interest in the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

(q) "Economic Interest Owner" shall mean the owner of an Economic Interest that is either ineligible to be a Membership Interest or is held by a Person who is not a Member.

(r) "Effective Date" has the meaning set forth in the first paragraph of this Agreement.

(s) "Entity" shall mean a general partnership, a limited partnership, a limited liability company, a trust, a business trust, an estate, a cooperative, an association, a corporation or any other legal or commercial entity, whether domestic or foreign.

(t) "Event of Dissociation" shall mean one or more of the following events that causes a Person to cease to be a Member: (i) the requirement of a Member or Economic Interest Owner to transfer all or any part of his or its Membership Interest or Economic Interest pursuant to court order, divorce decree or divorce settlement; (ii) the Bankruptcy of a Member or Economic Interest Owner, (iii) as to an individual Member, death, retirement, withdrawal, or Disability; (iv) as to a corporate Member, the filing of a certificate of dissolution or the equivalent for the corporation or the revocation of its charter and the lapse of 90 days after notice to the corporation of revocation without reinstatement of its charter, (v) expulsion of a Member, pursuant to Section 12.3., or (vi) expulsion of a Member, pursuant to Section 12.4.

(u) "GAAP" shall mean generally accepted accounting principles, as modified as and if necessary to conform to express terms of this Agreement and as reasonably adopted by the Managers and applied on a consistent basis.

(v) "Majority in Interest of Members" shall mean one or more Members whose combined Voting Interests equal at least 51% of the aggregate of all Voting Interests.

(w) "Manager" shall mean a Manager of the Company in his capacity as Manager. The initial Managers are Michael Paul Albert and Richard E. Fiore, Jr.

(x) "Member" shall mean each of the parties who executes a counterpart of this Agreement as a Member as of the Effective Date, and each of the parties who may hereafter become Members as permitted herein.

(y) "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 with respect to such Membership Interest, including, if applicable, the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act.

(z) "Net Profits (Losses)" shall mean, for any period, the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined as of the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(aa) "Other Members" shall mean all Members other than the Transferring Member, the Dissociating Member, the Selling Member, or the Member who is or whose interests are so affected by a matter presented for determination of Members that he/she/it is not qualified to participate in such determination by reason of an express provision of this Agreement.

(bb) "Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

(cc) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves that shall be maintained in amounts reasonably deemed sufficient by the Managers for capital expenditures, working capital, insurance, debt service or other costs or expenses incident to the operation of the Company's business.

(dd) "Super Majority in Interest of Members" shall mean one or more Members whose combined Voting Interests equal at least 60% of the aggregate of all Voting Interests.

(ee) "Transfer" is defined in Section 10.1.

(ff) "Transferring Member" shall mean a Member who effects a Transfer.

(gg) "Treasury Regulations" shall include the regulations promulgated under the Code in effect as of the date of filing of the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II
FORMATION; NAME; PRINCIPAL OFFICE; PURPOSE; TERM

2.1 Formation of Company; Certificate of Organization. The Company was formed pursuant to the Act by filing a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on March 13, 2020, which Certificate of Organization is attached here to as Exhibit A. The Members of the Company hereby:

- (a) confirm and agree to their status as Members of the Company;
- (b) execute this Agreement for the purpose of establishing the rights, duties, and relationship of the Members;
- (c) agree that if the laws of any jurisdiction in which the Company transacts business so require, the appropriate officers or other authorized representatives of the Company shall file, or shall cause to be filed, with the appropriate office in that jurisdiction, any documents necessary for the Company to qualify to transact business under such laws;
- (d) agree and obligate themselves to execute, acknowledge, and cause to be filed for record, in the place or places and manner prescribed by law, any amendments to the Certificate of Organization as may be required, either by the Act, by the laws of any jurisdiction in which the Company transacts business, or by this Agreement, to reflect changes in the information contained therein or otherwise to comply with the requirements of law for the continuation, preservation, and operation of the Company as a limited liability company under the Act; and
- (e) each represent and warrant that such Member is duly authorized to execute, deliver, and perform its obligations under this Agreement and that the Person, if any, executing this Agreement on behalf of such Member is duly authorized to do so and that this Agreement is binding on and enforceable against such Member in accordance with its terms.
- (f) agree that the Company shall be managed as a “manager-managed” limited liability company.

2.2 Name of Company. The names under which the Company shall conduct its business are **PIONEER VALLEY TRADING COMPANY, Inc and PIONEER VALLEY TRADING COMPANY**. The business of the Company may be conducted under any other name permitted by the Act that is deemed necessary or desirable by the Managers. The Managers, and the appropriate authorized representatives of the Company promptly shall execute, file, and record, or cause to be executed, filed and recorded, any assumed or fictitious name certificates required by the laws of the Commonwealth of Massachusetts or any state in which the Company conducts business.

2.3 Principal Place of Business. The principal place of business of the Company shall be located at **99 Medeiros Way, Westfield Massachusetts 01085**. The Managers may change

the principal place of business of the Company to any other place or places as the Managers may from time to time determine.

2.4 Registered Agent for Service of Process. The Company's registered agent is Michael P Albert, whose business address is listed with the Massachusetts Secretary of the State as 475 Southamton Road Westfield, Massachusetts 01085. The registered agent of the Company may be changed by the Manager from time to time in accordance with the then applicable provisions of the Act and any other applicable laws.

2.5 Purpose; Business. The Company's purpose is to engage in any and all lawful activity for which a limited liability company may be formed under the Act. For purposes of this Agreement, the "Business" of the Company means (a) cultivation and sale of cannabis products as licensed by the Massachusetts Cannabis Control Commission; and (b) such other services, and service modifications and extensions as the Members approve after the date hereof.

2.6 General Powers. In furtherance of the purpose of the Company as set forth in Section 2.5 hereof, the Company shall have and may exercise all powers and rights which a limited liability company may exercise pursuant to the Act.

2.7 Term. The Company shall have perpetual existence; provided, however, that the Company may be dissolved in accordance with Article XIII of this Agreement.

2.8 Tax Characterization. The Company shall, for federal and state income tax purposes, be classified as a partnership rather than an association taxable as a corporation. Each Member, by its execution or acceptance of this Agreement, covenants and agrees that such Member will file such Member's own federal and state income and other tax returns in a manner that is consistent with the Company's being classified as a partnership and will not take any action inconsistent with the tax classification of the Company as a partnership.

ARTICLE III **MEMBERS; INTERESTS IN THE COMPANY; CAPITAL CONTRIBUTIONS;** **MEMBER SERVICES**

3.1 Members.

(a) The Initial Members are set forth in the Preamble to this Agreement. The names of the Members are as set forth on Exhibit B.

(b) One or more Persons may be admitted to the Company from time to time as additional Members upon the terms and subject to the conditions set forth in Article XII.

(c) The Managers shall amend Exhibit B from time to time to reflect any changes or admission of any additional Members, withdrawals of Members or any changes to the information set forth thereon.

3.2 Capital Contributions.

(a) For all purposes of this Agreement, the Members shall be deemed to have made aggregate capital contributions to the Company of the amount appearing next to their respective names on Exhibit B.

(b) No Member shall be required to make any additional Capital Contributions to the Company.

(c) No Member shall be required to restore a deficit balance in any Member's Capital Account unless required by the Code or Treasury Regulations.

3.3 Issuance and Classification of Interests. The relative ownership of Membership Interests of the Members in the Company are as set forth in the Exhibits.

3.4 Capital Accounts. A separate Capital Account shall be maintained for each Member. The Capital Account of a Member shall be increased by (a) the amount of cash contributed by such Member; (b) the agreed fair market value of any property contributed by such Member (net of any liabilities assumed by the Company and any liabilities to which such property is subject) and (c) allocations to such Member of Net Profits. Each Member's capital account shall be decreased by (a) the amount of all distributions to such Member; (b) the fair market value of property distributed to such Member (net of any liabilities assumed by the Member and any liabilities to which such property is subject) and (c) allocations to such Member of Net Losses. The Capital Accounts shall be determined, maintained and adjusted in accordance with the Code and the Treasury Regulations, including the capital account maintenance rules in Treasury Regulations § 1.704-(1)(b)(2)(iv).

3.5 General Rules Relating to Capital of the Company. No Member shall be personally liable for the return of the capital contributions of the Members, or any portion thereof, it being expressly understood that any such return of contributions shall be made solely from the Company's assets. Except as provided herein, no Member shall have the right to withdraw or receive a return of all or any part of that Member's capital contributions, or to demand or receive property (other than cash) of the Company or any distribution in return for that Member's capital contributions.

3.6 Liability of the Members. No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company solely by reason of being a Member of the Company.

3.7 Advances. If any Member shall advance any funds to the Company in excess of such Member's Capital Contributions, the amount of such advance shall neither increase such Member's Capital Account nor entitle such Member to any increase in his share of distributions of the Company. The amount of any such advance shall be payable and collectible only out of Company assets with such interest and upon such other terms and conditions as may be determined by the unanimous vote of the Managers.

3.8 Other Business Opportunities. Members may engage, either directly or through Affiliates, in other business opportunities or activities of every kind or nature for personal profit or advantage, independently or with others, subject in all instances to the provisions of Article XI hereof. Neither the Company nor any of the other Members shall have any rights in or to such other business or activity carried on by the Members or in any of the income or profits derived therefrom.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Distributions. The timing and amount of distributions of Distributable Cash and/or property shall be determined by the Managers. Except as set forth in Section 4.3, all distributions of Distributable Cash and/or property shall be made to Members and Economic Interest Owners pro rata in proportion to their respective Company Interests, and in accordance with the provisions of applicable tax law. No Member or Economic Interest Owner shall have the right to demand and receive property other than cash.

4.2 Allocation of Taxable Income and Taxable Loss. Except as otherwise expressly provided in this Agreement, all Net Profits of the Company and all Net Losses of the Company in any fiscal year shall be allocated on a pro rata basis in accordance with the Company Interests set forth in Exhibit B attached hereto, or as may be amended from time to time, other than any distribution in the nature of a guaranteed payment.

4.3 Distributions Upon Dissolution and Termination. Upon the dissolution and termination of the Company, the assets remaining after satisfaction (whether by payment or by establishment of reserves therefor) of creditors, including Members who are creditors, shall be distributed to the Members in accordance with the provisions of Article XI.

4.4 Distributions for Tax Purposes. Notwithstanding anything contained herein to the contrary, to the extent permitted by any financing agreement to which the Company is a party, the Company shall endeavor to pay each Member and Economic Interest Owner with respect to each taxable year, cash distributions (to the extent the Managers determine that there is Distributable Cash) in amounts sufficient to enable each holder of a Company Interest to discharge any federal or state tax liability (excluding penalties and interest) arising as a result of the tax allocations in respect of such fiscal year attributable to the Company. Each such distribution, if any, shall be paid when available on or before April 1st of each year following the applicable tax year.

ARTICLE V MANAGEMENT OF BUSINESS AND AFFAIRS OF THE COMPANY

5.1 Management. The business and affairs of the Company shall be managed by the Managers. The Managers shall have and may exercise all of the powers and duties vested in a Manager by law or by this Agreement. Except for situations in which the approval of the Members is expressly required by Section 5.2, elsewhere in this Agreement or by non-waivable

provisions of the Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all acts or activities customary or incident to the management of the Company's business, affairs and properties. At times, if any, when there is more than one Manager, the vote of a majority of the Managers is required to approve any action.

5.2 Actions Requiring Vote of the Members. Notwithstanding the provisions of Section 5.1, the vote of the Members shall be required to effect the actions described below ("Significant Company Transactions"), by the percentage of Membership Interests indicated:

(a) The approval of a *Super Majority in Interest* of the Members shall be required to:

(i) To dissolve the Company;

(ii) To hire and fire the Chief Executive Officer and enter, terminate or renew an employment agreement with him;

(iii) To approve any sale, exchange, license or otherwise disposition of substantially all of the Company's assets, or any merger, consolidation, reorganization, or other significant company transaction;

(iv) To change the Business of the Company as defined in Section 2.5; or

(v) To amend the Certificate of Organization or this Operating Agreement; or

5.3 Number and Identity of Manager. The Company shall initially have two (2) Managers. The initial Managers shall be Michael Paul Albert and Richard E. Fiore, Jr. The number of Managers may be increased or decreased by the Unanimous Consent of all Members. A Manager need not be a resident of Massachusetts or a Member of the Company.

5.4 Liability for Certain Acts.

(a) A Manager shall perform his duties as Manager in a manner he believes to be in the best interests of the Company. A Manager who so performs his duties as Manager shall not have any liability by reason of being or having been Manager of the Company.

(b) Notwithstanding Section 5.4(a), a Manager shall not be relieved from liability for any conduct involving bad faith, willful or intentional misconduct, or a knowing violation of the law.

5.5 Discharge of Duties. In discharging his duties under the Act and this Agreement, a Manager is entitled to rely upon information, opinions, reports or statements, including, but not limited to, financial statements or other financial data, if prepared or presented by: (1) one or more employees of the Company whom the Manager believes to be reliable and competent in the matter presented; (2) legal counsel, public accountants or other Persons, as to matters the

Manager reasonably believes are within the Person's professional or expert competence; or (3) a committee of Members of which the Manager is not a constituent if the Manager reasonably believes the committee merits confidence.

5.6 Other Business Interests. The Manager, other than Michael Paul Albert (who shall be a full time employee), shall not be required to manage the Company as his sole or exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company, including all activities which the Manager conducted prior to the Effective Date, subject in all instances to the provision of Article XI hereof.

5.7 Resignations. The Manager may resign at any time by delivering a written resignation to the Members at the addresses set forth in this Agreement. Unless otherwise specified therein, such resignation shall take effect upon delivery. The resignation of a Manager who is also a Member shall not affect the Manager's rights and interests as a Member and shall not constitute a withdrawal of a Member.

5.8 Removal. A Manager may be removed only by the unanimous vote or consent of the Other Members, and only for Cause, as hereinafter defined, upon notice and an opportunity to be heard. For purposes of this Agreement, "Cause" shall include incompetence; Disability; willful or intentional misconduct (including without limitation engaging in personal dishonesty, fraud or illegal activity in his capacity as Manager); breach of the provisions of Article XI hereof; filing of a voluntary petition in bankruptcy; being adjudicated as bankrupt or insolvent; or gross negligence in the performance of his duties as a Manager. The removal of a Manager who is also a Member shall not affect the Manager's rights and interests as a Member and shall not constitute a withdrawal of a Member, unless the removal results from willful or intentional misconduct, gross negligence, or a breach of the provisions of Article XI hereof, in which case the Member may be expelled as provided in Section 12.2.

5.9 Successor Managers. Upon the resignation or removal of a Manager in accordance with the provisions hereof, or in the event of any other vacancy in the position of a Manager, a successor Manager may be appointed by vote of an Extraordinary Majority in Interest of the Other Members.

5.10 Bank Accounts. The Managers may from time-to-time open bank accounts in the name of the Company, and the Managers shall be the authorized signatory on such accounts, unless the Managers determine it is in the best interests of the Company to have an additional authorized signatory.

5.11 Indemnification of Managers.

(a) To the maximum extent permitted under the Act, the Company shall indemnify the Managers and make advances for expenses.

(b) Notwithstanding Section 5.11(a), no Manager shall be indemnified by the Company for any conduct involving bad faith, willful or intentional misconduct, or a knowing violation of the law.

(c) In addition to the foregoing and the indemnification and other rights specified in Section 8.2, the Company may indemnify any other Person to whom the Company is permitted to provide indemnification or the advancement of expenses by applicable law and upon authorization of all Members.

5.12 Compensation. The Managers shall not be entitled to receive compensation for their services rendered to the Company as Managers. Upon completion of construction of the Company's business facility at 99 Medeiros Way, Westfield, Massachusetts, Michael Paul Albert shall serve as the Company's Chief Executive Officer with the responsibility for all aspects of the Company's business at an annual salary of up to \$250,000.00.

5.13 Right to Rely on the Manager.

(a) Any Person dealing with the Company may rely (without duty of further inquiry) upon a written representation signed by the Manager, provided that it is consistent with the Act and this Agreement, as to: (i) the identity of the Manager or any Member; (ii) the existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the Manager or that are in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (iv) any act or omission to act by the Company or any other matter whatsoever involving the Company or any Member.

(b) The Managers are hereby authorized to delegate to any Other Member in the exercise of their reasonable discretion any authority possessed by the Managers to act for and bind the Company as the Managers may, from time to time and in the exercise of their reasonable discretion, determine in writing. Any such authorized Other Member shall have, to the extent delegated to him by the Managers in writing, the powers and authority granted to the Managers hereunder and shall be subject to all the restrictions and limitations on the authority of the Managers hereunder.

(c) No Member, other than a Manager, shall have any authority or right to act for or bind the Company or to participate in or have any control over Company business, except for such rights to consent to or approve of the actions and decisions as are expressly provided for in this Agreement, as required by the Act or delegated by the Managers hereunder.

ARTICLE VI
MEETINGS OF THE MANAGERS

6.1 Meetings of the Managers. Meetings of the Managers may be called by any Manager at any time.

6.2 Place of Meetings. All meetings of the Managers shall be held at the principal place of business of the Company or at such other reasonable place as shall be designated by the Manager calling the Meeting.

6.3 Notice of Meetings. Notice of the date, time and place of each Meeting of Managers shall be given to each Manager not less than one (1) day nor more than ten (10) days before such Meeting. Such notice shall be given by, or at the direction of, the Manager calling such Meeting, by leaving such notice with each Manager or at his residence or his/her usual place of business or by mailing a copy thereof to him at his last known post office address as last shown on the records of the Company, or by Electronic Transmission.

6.4 Method of Notice. Unless otherwise required by the Certificate of Organization, this Agreement, or by the Act:

(a) Notices shall be in writing, unless oral notice is reasonable under the circumstances. Notice by electronic transmission, which means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval and reproduction of information by the recipient ("Electronic Transmission") is notice.

(b) Notice to Managers shall be effective upon deposit in the United States mail, as evidenced by the postmark, if mailed postage prepaid and correctly addressed to the Manager's address shown in the Company's current records, or when sent by nationally recognized overnight delivery service, or when electronically transmitted to the Manager in a manner authorized by the Manager. If the Company records contain an email address and/or facsimile number for a Manager, such Manager shall be deemed to have authorized that notice be delivered in either manner, unless the Manager notifies the other Managers of the Company that only one method is authorized.

6.5 Waiver of Notice. Notice of any Managers' meeting may be waived in writing by any Manager either before or after the time stated therein for convening the meeting and, if any Manager present in person or by proxy at a Managers' meeting does not protest before or at the commencement of the meeting the lack of notice, such Manager shall be deemed to have waived notice of such meeting.

6.6 Quorum. At all meetings of the Managers, the presence of a majority of the Managers shall be necessary to constitute a quorum for the transaction of business.

6.7 Voting. Action by the Managers on any matter is approved if it receives approval by the vote or consent of a majority of the Managers. Such vote, approval or consent may be given at a meeting of the Managers or may be given by consent in accordance with Section 6.9.

6.8 Form of Meetings. Any or all Managers may participate in any Managers' meeting by, or through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager so participating is deemed to be present in person at the meeting.

6.9 Consent of Managers in Lieu of Meeting. Except as otherwise provided in this Agreement, any action required or permitted to be taken at a Managers' meeting, may be taken without a meeting, without proper notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by such number of Managers necessary for the action so

taken. Any consent or consents which become effective as provided herein shall have the same force and effect as a vote of Managers at a meeting duly held, and may be described as such in any document.

ARTICLE VII **MEETINGS OF THE MEMBERS**

7.1 Meetings of the Members. Meetings of the Members may be called by the Managers at any time and shall also be called upon the request of any two Initial Members.

7.2 Place of Meetings. All meetings of the Members shall be held at the principal place of business of the Company or at such other reasonable place as shall be designated by the Managers.

7.3 Notice of Meetings. Notice of the date, time and place of each Meeting of Members shall be given to each Member, not less than three (3) days nor more than fifteen (15) days before such Meeting. Such notice shall be given by, or at the direction of, the Managers or Members calling such Meeting, by leaving such notice with the Member or at his residence or his/her usual place of business or by mailing a copy thereof to him at his last known post office address as last shown on the records of the Corporation, or by Electronic Transmission.

7.4 Method of Notice. Unless otherwise required by the Certificate of Organization, this Agreement, or by the Act:

(a) Notices shall be in writing, unless oral notice is reasonable under the circumstances. Notice by Electronic Transmission is notice.

(b) Notice to Members shall be effective upon deposit in the United States mail, as evidenced by the postmark, if mailed postage prepaid and correctly addressed to the Member's address shown in the Company's current records, or when sent by nationally recognized overnight delivery service, or when electronically transmitted to the Member in a manner authorized by the Member. If the Company records contain an email address and/or facsimile number for a Member, such Member shall be deemed to have authorized that notice be delivered in either manner, unless the Member notifies the Managers of the Company that only one method is authorized.

7.5 Waiver of Notice. Notice of any Members' meeting may be waived in writing by any Member either before or after the time stated therein for convening the meeting and, if any Member present in person or by proxy at a Members' meeting does not protest before or at the commencement of the meeting the lack of notice, such Member shall be deemed to have waived notice of such meeting.

7.6 Record Date. The record date for determining the Members entitled to notice or to vote at any meeting of the Members, or any adjournment thereof, or entitled to express consent to Company action in writing without a meeting, shall not be more than fifteen (15) nor less than three (3) days before any such meeting.

7.7 Proxies. A Member may appoint a proxy to vote or otherwise act for the Member pursuant to the written appointment form executed by the Member or the Member's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Company.

7.8 Quorum. At all meetings of the Members, the presence of a Super Majority in Interest of Members shall be necessary to constitute a quorum for the transaction of business.

7.9 Voting. In those instances where Members have the right to vote on any action, such action is approved if it receives approval by the vote or consent of a Majority in Interest of Members, except as provided in Section 5.2, as otherwise set forth in this Agreement, or as required by law. Whenever the vote, consent or approval of the Members is permitted or required under this Agreement or the Act, such vote, approval or consent may be given at a meeting of the Members or may be given by consent in accordance with Section 7.11.

7.10 Form of Meetings. Any or all Members may participate in any Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

7.11 Consent of Members in Lieu of Meeting. Except as otherwise provided in this Agreement, any action required or permitted to be taken at a Members' meeting, may be taken without a meeting, without proper notice and without a vote, if a consent in writing, setting forth the action so taken, shall be Signed by such number of Members holding the percentage of Membership Interests necessary for the action so taken. Any consent or consents which become effective as provided herein shall have the same force and effect as a vote of Members at a meeting duly held, and may be described as such in any document.

7.12 Procedures. At any Members' meeting the Members shall appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall cause minutes of the meeting to be placed with the Company records.

ARTICLE VIII **RIGHTS AND OBLIGATIONS OF MEMBERS**

8.1 Limitation of Liability.

(a) Except as otherwise provided by the provisions of the Act, a Person who is a Member of the Company is not liable, solely by reason of being a Member, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, agent or employee of the Company.

(b) Notwithstanding Section 8.1(a), a Member shall not be relieved from liability for any conduct involving bad faith, willful or intentional misconduct, or a knowing violation of the law.

8.2 Indemnification of Members.

(a) To the maximum extent permitted under the Act, the Company shall indemnify the Members and make advancements for expenses.

(b) Notwithstanding Section 8.2(a), a Member shall not be relieved from liability for any conduct involving bath faith, willful or intentional misconduct, or a knowing violation of the law.

8.3 Right to Inspect Records.

(a) During ordinary business hours a Member may, at the Member's own expense, inspect and copy upon reasonable request any Company record, wherever such record is located.

(b) A dissociated Member, through an agent or their legal representative may have access to inspect and copy any Company record to which the dissociated Member was entitled while they were a Member of the Company if the information pertains to the period during which the person was a Member; the person seeks the information in good faith; and the person complies with (a) of Section 8.3.

8.4 List of Members. Upon the written request of any Member, such Member shall be provided a list showing the names, addresses, Membership Interests and Economic Interests of all Members and Economic Interest Owners.

8.5 Priority and Return of Capital. Except as may be expressly provided in this Agreement, 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; provided that this Section 8.5 shall not apply to repayment of loans (as distinguished from Capital Contributions) which a Member has made to the Company.

8.6 Direct Action by a Member. A Member may maintain a Direct Action against another member, a Manager or the Company itself to enforce the Members rights and/or to protect their interest in the Company. A Member maintaining a Direct Action against any of the aforementioned parties must plead and prove actual and/or threatened injury that is not solely the result of an injury suffered or threatened to be suffered by the Company.

ARTICLE IX **ACCOUNTING, REPORTS**

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

9.2 Records and Accounts. The Company shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

- (a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner and Managers, both past and present;
- (b) A copy of the Certificate of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;
- (c) Copies of the Company's federal, state and local income tax returns and financial statements for the three (3) most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period;
- (d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;
- (e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;
- (f) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up; and
- (g) Other writings, if any, prepared pursuant to a requirement in this Agreement.

9.3 Tax Matters; Returns. A Manager shall be the "tax matters partners" as defined in the Section 6231(a)(7) of the Code and shall cause the preparation and timely filing of all federal, state and local tax returns required to be filed by the Company. **Richard E. Fiore, Jr.** shall be the initial Tax Matters Partner. Copies of such returns shall be furnished to the Members as soon as practical after the end of the Company's fiscal year but in any event a reasonable period before the date upon which federal and Connecticut tax returns are required to be filed by Members. All elections permitted to be made by the Company under federal or state laws shall be made by the majority of the Managers, taking into account the recommendations of the Company's accountant, who shall recommend such elections as are in the general best interests of the Company and the Members.

ARTICLE X
TRANSFERABILITY

10.1 Restrictions on Transferability. Except as otherwise expressly permitted in this Article X, no Member, nor any Economic Interest Owner, shall have any right to transfer, sell, exchange, assign, donate, gift, pledge, grant, bequeath, hypothecate, encumber or otherwise dispose of (each, a "Transfer") all or any part of such Person's Membership Interest or Economic Interest, without the prior written unanimous consent of the Managers, excluding a Manager who is the Transferring Member, and in compliance with applicable federal and state securities laws and regulations). Notwithstanding any provision of this Agreement to the contrary, it is the intent of the Members that at any time a Member contemplates transferring his Membership Interest, to a third party, the Company shall have the right to acquire such Membership Interest, subject to Section 10.7 hereof.

10.2 Transfers Not In Compliance With This Article Void. Any attempted disposition of a Membership Interest or Economic Interest, or any part thereof, not in compliance with this Article hereof shall be null and void and of no force or effect whatsoever; provided that, if the Company is required by law to recognize such purported Transfer, as ordered by a court of competent jurisdiction or as directed by the Manager on the basis of an opinion of counsel to the Company, the interest transferred shall be strictly limited to the Transferring Member's Economic Interest. Any allocations or distributions that may be or become applicable to such Economic Interest, if directed by the Managers, shall first be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the Transferring Member or the transferee of such Economic Interest may have to the Company.

10.3 Conditions to Transfers. In the event of a permitted Transfer, and as a condition to recognizing the effectiveness and binding nature of any such Transfer and substitution of a new Member or Economic Interest Owner as against the Company or otherwise, the Managers may require the Transferring Member and the proposed transferee to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption and such other certifications, representations and documents, and to perform all such other acts which the Managers may deem necessary or desirable to:

(a) constitute such proposed transferee as a Member or Economic Interest Owner;

(b) confirm that the proposed transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or as an Economic Interest Owner);

(c) preserve the Company after the completion of such Transfer, under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(d) maintain the status of the Company as a partnership for federal tax purposes; and

(e) assure compliance with any applicable state and federal laws including securities laws and regulations.

10.4 Indemnity. The Transferring Member agrees to indemnify the Company and the Other 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 by the Transferring Member in violation of this Article X.

10.5 Purchase of Membership Interest upon death

(a) Agreement. Upon the death of a Member ("Deceased Member"), the Company shall have the option to purchase and the Deceased Member's executor(s) or administrator(s) (the "Legal Representative") shall sell, all of the Membership Interest owned by the Deceased Member, pursuant to the terms of this Section. The Company shall exercise its option to purchase, if at all, within six (6) months of the Deceased Member's death.

(b) Purchase Price.

The purchase price of the Membership Interest owned by the Deceased Member as of the date of death ("Purchase Price") shall be determined as described herein. Purchase Price shall mean the then fair market value of a Member's Membership Interest, as determined by the Company's regularly engaged public accounting firm as of the last day of the month proceeding the month in which a death of a Member occurs.

(c) The value of the Company so determined shall be multiplied by the percentage of Membership Interests owned by the Deceased Member to determine the Purchase Price; and

(d) Closing of the Purchase. Upon the qualification of the Legal Representative of the Deceased Member, the Company shall fix a date for the closing of the purchase of the Deceased Member's Membership Interest. At the closing, the Legal Representative shall assign, sell, transfer and deliver to the Company the Deceased Member's Membership Interest, duly endorsed to the Company, and the Company shall pay the Purchase Price to the Legal Representative as provided herein. In the event the Company has insufficient funds, in the opinion of the Managers, to pay the Purchase Price, as calculated in accordance with this Section, the Company shall pay such amount of the Purchase Price as the Manager determines to be available therefor, but not less than TEN PERCENT (10%) of the Purchase Price, in cash or by certified check, and shall execute and deliver to the Legal Representative a promissory note for the remaining unpaid balance of the Purchase Price, if any. The promissory note, if any, shall require monthly payments of principal and interest, over a term of five years, and at an interest rate of the then Applicable Federal Rate ("AFR") rate of interest as published by the Internal Revenue Service. The promissory note may be prepaid at any time, in whole or in part, without penalty or premium.

10.6 Failure to Deliver Instruments of Transfer. Upon a failure of the Legal Representative of a Deceased Member or of the Member to deliver such documents and instruments of transfer as required in accordance with a purchase of Membership Interest pursuant to Section 10.5 above, as the case may be, any Manager may execute such documents as are required for purposes of transferring ownership of such Membership Interest on the books and records of the Company, including, but not limited to instruments of assignment, and each Member hereby appoints the Managers of the Company, and each of them individually, his attorney-in-fact and grants a power of attorney for the purpose of effectuating the provisions of this Article X.

10.7 Right of First Refusal. In the event that a Member ("Selling Member") desires to sell all but not a portion of his Membership Interest to an Unrelated Third Party or to another Member (an "Offering Member"), and receives a bona fide written offer from such Unrelated Third Party or other Member to purchase such Membership Interest owned by him, he/she shall on each such occasion deliver written notice ("Notice") of said offer to the Company stating (i) the Selling Member's bona fide intention to sell or otherwise transfer the Membership Interest(s); (ii) the name of the proposed purchaser or other transferee ("Proposed Transferee"), and (iii) the bona fide cash price or other consideration for which the Selling Member proposes to transfer the Membership Interest(s) ("Offered Price"); and that the Selling Member offers to sell the Membership Interest(s) to the Company or its assignee at the Offered Price. The Company shall have the right and option for a period of thirty (30) days after it receives the Notice to determine whether to purchase all of the Membership Interest which is covered by the Notice at the price contained in such Notice upon the terms and conditions contained in such Notice.

The Company shall exercise any option granted under the provisions of this Section by giving written notice, within the period provided, to the Selling Member of its election to exercise the same. The Company shall not be deemed to have effectively exercised its options unless the Company shall have exercised the options in respect to all of the Membership Interest(s) subject to the written offer. The closing of such sale shall take place within ninety (90) days after the notice of acceptance by the Company is received by the Selling Member.

If the Company shall not have exercised the options in respect to all of the Membership Interest(s) being offered, the Selling Member shall, subject to compliance with Section 10.3 hereof, and with federal and state securities laws including the provision of an opinion of Selling Member's counsel reasonably acceptable to the Company and its counsel that an exemption from registration is available for such transfer, be entitled to sell such Membership Interest to the Unrelated Third Party or Offering Member, as the case may be, from whom he/she shall have received said offer free of the restrictions on transfer imposed by this Agreement, provided that such sale shall be consummated within ninety (90) days after the Company's receipt of the Notice at a price and upon terms not more favorable to such person than the terms and conditions stated in said written offer. If such sale shall not be consummated within said ninety (90) day period, all of the restrictions on sales of Membership Interests in the Company contained herein with respect to such Membership Interest shall remain in full force and effect.

10.8 Dragalong Right and Tagalong Right.

(a) If one or more Selling Members holding a Super Majority in Interest determine to sell all of their Membership Interests to an Unrelated Third Party(ies), as hereinafter defined, ("Sale") in a bona fide, arm's length transaction, the Selling Members will send a written notice ("Sale Notice") to the other Members (which, for purposes of this Section 10.8, includes Economic Interest Owners), setting forth the consideration per percentage of Company Interest owned to be paid by the Unrelated Third Party ("Third Party Purchaser") and all the other material terms and conditions of the Sale, including without limitation the projected date for closing of the Sale, and the Company shall have the right to acquire all of such Selling Members' Membership Interest in accordance with the provisions of the Right of First Refusal described in Section 10.7 above. For purposes of this Agreement, an "Unrelated Third Party" is a purchaser who is not a Member, member of a Member's immediate family (meaning a Member's spouse (including cohabitating individual), fiancé, the parent, brother or sister of such Member or spouse, or the child of a Member or his/her spouse, or the spouse of such child, or grandchildren of a Member or spouse), or an entity which is controlled (meaning the ownership of 10% or more of the beneficial interests in such entity or the power to direct or control management of such entity), directly or indirectly, by a Member or member of his/her immediate family.

(b) In the event there is a Sale, and the Company shall not have exercised the Right of First Refusal as to all of the Selling Member(s)' Membership Interests within the time periods described in Section 10.7 above the Selling Members shall have the right ("Dragalong Right") to require all other Members to sell to the Third Party Purchaser all of the Company Interests owned by such Members, on the same terms and conditions of and for the same consideration as the Selling Members will receive. To exercise such right, the Selling Members will confirm on the Sale Notice that they are exercising the Dragalong Right ("Dragalong Notice"). Upon the exercise of the Dragalong Right by the Selling Members, not later than ten (10) days before the scheduled closing of the Sale, each such other Member will deliver an assignment, together with any and all other documents as may be reasonably requested, to the Selling Members through the Company's counsel, to be held in escrow by the Company's counsel, pending the closing of the Sale. If a Member fails to deliver such documents to the Selling Members, any one of the Selling Members may execute any documents as shall be required by the Company or the Third Party Purchaser for the purpose of transferring to the Third Party Purchaser such Member's Company Interests, including but not limited to instruments of transfer, and to secure his/her performance of such obligation, each Member hereby irrevocably appoints the Selling Members, and each of them singly, his attorney-in-fact and grants a power of attorney to each of the Selling Members for the purpose of effectuating the requirements of this Section.

(c) In the event that the Selling Members do not exercise the Dragalong Right in the Sale Notice in relation to a Sale, each Other Member shall have the right to require the Selling Members to cause the Third Party Purchaser to purchase all of the Company Interests owned by such Members, on the same terms and for the same consideration as the Selling Members will receive ("Tagalong Right"). Any of the Other Members wishing to exercise the Tagalong Right shall give written notice to the Selling Members exercising such Tagalong Right ("Tagalong

Notice") not later than thirty days before the scheduled closing of the Sale and at the same time as such notice deliver an assignment representing all of the Company Interests owned by such Member as of the date of the Tagalong Notice duly executed by him or her in favor of the Third Party Purchaser or its assignee as may be permitted in the Sale agreement, together with any and all other documents as may be reasonably requested, to the Selling Members through the Company's counsel, to be held in escrow by the Company's counsel, pending the closing of the Sale.

In the event the Third Party Purchaser refuses to purchase any Company Interests of any Other Member exercising the Tagalong Right, the Selling Members shall withdraw from the Sale provided that other than such withdrawal, the Selling Members shall not be liable to the Other Members for the Third Party Purchaser's failure to buy their Company Interests and the Other Members exercising the Tagalong Right shall not be liable to the Selling Members for any damages or compensation which the Selling Members may have to pay to the Third Party Purchaser to withdraw from the Sale.

(d) Upon a closing of a Sale, the Selling Members shall cause to be delivered to the Other Members selling pursuant to a Dragalong Right or a Tagalong Right all documentation reasonably necessary to comply with tax and other legal obligations Selling Members may have with respect to the Sale transaction. The proceeds to which a Selling Member is entitled for any Company Interests sold pursuant to this Section 10.8, whether payable in cash, securities, or over time pursuant to one or more installment notes or other instruments, shall be paid to all Members on the same conditions and at the same time as the Selling Members.

(e) If for any reason, the Sale does not close as scheduled, or within a reasonable time thereafter, the Selling Members shall direct that the Company's counsel immediately return to each Member the assignment and all other documents executed by such Member or by a Selling Member pursuant to the power of attorney exercised under this Section 10.9. It is understood and agreed that if the closing of an anticipated Sale does not occur for any reason, the Dragalong Right and Tagalong Right set forth in this Section 10.8 shall remain in place as to future Sales.

(f) In any agreement with the Third Party Purchaser, each Member selling their Company Interest hereunder who is not also a Manager shall only be required to represent and warrant to the Third Party Purchaser that his own obligations are enforceable and as to his title to his own Company Interests. In addition, the indemnification obligations, if any, of each Member who is not a Manager will be limited to the value of the proceeds received by each for his Company Interests in the Sale.

(g) The Members acknowledge that a Sale transaction may take the form of a sale of assets, merger, consolidation, or other significant corporate transaction, rather than a sale of the Company Interests. The Members agree that, so long as the proposed transaction is a bona fide, arm's length transaction with an Unrelated Third Party, each Member will vote all of his Membership Interests in favor of the proposed transaction and any agreements related thereto, and to secure the performance of such obligation, each other Member hereby irrevocably appoints each of the Managers as his Attorney-in-fact to vote in favor of such transaction at any meeting or in any written consent of members. The Members each waive any applicable

dissenter, appraisal, and approval rights to the fullest extent permitted by law.

(h) Each Member whose Company Interest is to be sold will bear, his pro rata share (based upon the percentage of Company Interests to be sold) of the costs of any Sale to the extent such costs are incurred for the benefit of all such Company Interests and are not otherwise paid by the Company or the acquiring party. Costs incurred by the Members on their own behalf will not be considered costs of the Sale.

10.9 Termination of Sections 10.6 and 10.7. The provisions of Sections 10.6 and 10.7 shall terminate as to all Membership Interests 90 days after the first sale of Membership Interests of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission as a publicly traded partnership.

10.10 Admission of Transferees.

(a) A permitted transferee of a Membership Interest shall be admitted as a substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest upon such transferee's execution and delivery of such instruments as the Managers deems necessary or desirable to effectuate such Transfer, including a Joinder Agreement to the Operating Agreement. Upon the admission of such transferee, the Exhibits shall be amended to reflect the name, address, Company Interests, and Voting Interests, and, if the Transferring Member has transferred all of his Company Interest, to eliminate the name and address of the Transferring Member. If so admitted, such transferee shall have all the rights and powers and be subject to all the restrictions and liabilities of the Member originally transferring the Company Interest. However, the admission of a transferee without more shall not release the Member originally transferring the Company Interest from any liability to the Company that may have existed before the approval.

(b) A transferee who acquires in any manner whatsoever any Membership Interest or Economic Interests, irrespective of whether such transferee has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such Person was subject to or bound by. A transferee acquiring any such Membership Interest or Economic Interest, including the personal representatives and heirs of a deceased Member, shall have only such rights, and shall be subject to all the obligations as are set forth in this Agreement; and, without limiting the generality of the foregoing, such transferee shall not have any right to have the value of such transferee's interest in the Company ascertained or receive the value of such interest or, in lieu thereof, profits attributable to any right in the Company, except as herein set forth. If any such transferee desires to Transfer such transferee's Membership Interest or Economic Interest, such transferee shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Member desiring to make a Transfer.

(c) A transferee who acquires a Member's Economic Interest but who is not admitted as a substitute Member pursuant to this Article shall be considered an unadmitted transferee of the Economic Interest and shall be entitled only to allocations and distributions with

respect to such Economic Interest in accordance with this Agreement, shall have no right to vote with respect to any Company matter, shall have no right to any information or accounting of the affairs of the Company, and shall not be entitled to inspect the books or records of the Company.

10.11 Distributions and Allocations in Respect to Transferred Interests. If any Membership Interest or Economic Interest is Transferred in compliance with the provisions of this Article, Net Profits, Net Losses, each item thereof, and all other items attributable to the transferred Membership Interest or Economic Interest for the accounting or tax period (or both) within which such Transfer occurred shall be divided and allocated between the Transferring Member and the transferee by taking into account their varying interests during the period in accordance with applicable Code sections and Regulations, using any conventions permitted by law and selected in the general best interests of the Company and the Members by the Company's accountant. All distributions on or before the effective date of such Transfer shall be made to the Transferring Member, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Transfer no later than the end of the calendar quarter during which the Managers receive written notice of such Transfer, provided that if the Company does not receive a notice stating the date such Membership Interest or Economic Interest was Transferred and such other information as the Managers may reasonably require within 30 days after the end of the accounting period during which the Transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Member who, according to the books and records of the Company, on the last day of the accounting period during which the Transfer occurs, was the owner of the Membership Interest or Economic Interest. Neither the Company nor the Managers shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not the Managers or the Company have knowledge of any Transfer of ownership of any Membership Interest or Economic Interest.

ARTICLE XI **NON-COMPETITION AGREEMENT**

11.1 Each Member and Manager agrees as follows:

(a) Proprietary Information. In the course of service to the Company and/or ownership of Membership Interests, each Manager/Member has and will have access to confidential records, data, specifications, customer and prospective client lists, books and promotional literature, agreements, policies and similar material and information owned or produced by the Company or used in the course of its Business ("Proprietary Information"). Proprietary Information shall include, without limitation: (aa) all information concerning the tangible and intangible property relating to the concept, planning and development of the Business of the Company, (bb) all marketing and training materials of the Company, including specifically client lists; (cc) all non-public information a Manager/Member may learn about any client, including information regarding finances, business plans, (dd) all information or knowledge as to earnings, finances, or similar matters which a Manager or Member may acquire, and (ee) all documents and tangible materials, and copies or duplicates thereof including notes, concerning the Company's business, prospects, and operations, and Business IP. Each Manager and Member acknowledges all of the foregoing to be Proprietary Information and the Company's

property, only entrusted to Managers/ Members in their capacities as employees, Managers or Members, and agrees to hold such in strict confidence and solely for the Company's benefit, and shall not use, directly or indirectly, or disclose such to any person whatsoever without the Company's prior written consent.

(b) Each Manager and Member agrees that for as long as he is a Manager or Member of the Company, and for a period of three (3) years from the termination of his role as Manager or ceasing to be a Member for any reason whatsoever ("Termination Date") he will not, directly or indirectly, for himself or for any third-party, solicit or have contact with, enter into any business relationship with, or be involved as owner, partner, member, employee, officer, director, or in any other manner with: (i) any person who was, at any time during the two years prior to the Termination Date, a customer or vendor of the Company; (ii) any person or entity which was solicited by the Company as a prospective customer or vendor within the twelve (12) months prior to the Termination Date or (iii) any previous customer or vendor with whom the Company concluded its relationship during the six (6) months prior to the Termination Date; in each case for the purpose of diverting or attempting to divert any Business of the Company, or of interfering or attempting to interfere with any business relationship of the Company (each of the persons described above being a business relationship).

(c) Each Manager and Member agrees that for as long as he is a Manager or Member of the Company, and for a period of three (3) years from the Termination Date, he will not directly or indirectly, be engaged or involved, whether as owner, partner, member, employee, officer, director or in any other manner in the Business in the Restricted Area, as defined below; in each case without the prior written consent of the company which may be withheld in the Company's sole discretion. The "Restricted Area" is Hampden County, Massachusetts. Ownership of up to 2% of the securities of a publicly-held company registered under the Securities Exchange Act of 1934, whether or not such company is a competitor of the Company, shall not be deemed a violation of this Section 11(g).

(d) Each Manager and Member agrees that for as long as he is a Manager or Member of the Company, and for a period of three (3) years from the Termination Date he will not, directly or indirectly, for himself or any third party, solicit, induce, recruit, attempt to solicit, induce or recruit, attempt to hire or hire, or attempt to enter into or enter into a contractual relationship with, another person in the Company's employ or in a contractual relationship with the Company for the purpose of terminating or reducing such person's employment or contractual relationship with the Company, or of interfering with or interrupting such relationship.

(e) The periods set forth in each of (b), (c) and (d) above shall be extended by the duration of any breach of any provision of this Section 11.1.

11.2 Each Manager/Member specifically acknowledges the necessity for the provisions of this Article XI, given the nature of the Company's business and his position of trust with and responsibilities to the Company.

11.3 The parties agree that the Company shall be entitled to injunctive relief in the

event of a breach of any provision of this Article XI, the legal remedies being inadequate to fully protect the Company, and that in such event no sums otherwise due under this Agreement or any Employment Agreement shall be paid by the Company to a Manager/Member.

ARTICLE XII
ADMISSION, PRE-EMPTIVE RIGHTS, EXPULSION, AND DISSOCIATION OF MEMBERS

12.1 Additional Members. No additional Membership Interests or Economic Interests, may be created for or sold by the Company except by approval of the Managers as to the additional Members, and the terms and conditions of any such admission and issuance, and compliance with applicable securities laws.

12.2 Preemptive Right. There are no preemptive rights afforded to owners of Membership Interests of the Company.

12.3 Expulsion of a Member. A Member may be removed as a Member upon the Unanimous Vote of the Other Members but only for willful or intentional misconduct, gross negligence or a breach of the provisions of Article XI hereof and only after notice and an opportunity to be heard. In the event a Member is expelled (the "Expelled Member"), the Company shall purchase and the Expelled Member shall sell, the Membership Interest of the Expelled Member for Sixty-Six and 2/3 % of the Purchase Price determined, adjusted, and paid in accordance with Section 10.5 above; provided, that the term "Expelled Member" shall replace the term "Deceased Member" and the date of determination of the Expulsion shall replace the date of death. The Purchase Price shall be reduced by the amount of damages and costs, including reasonable attorney's fees and costs, to the Company arising out of or relating to the Expelled Member's actions/omissions resulting in such Expulsion.

12.4 Judicial Expulsion of a Member. A Member may be removed as a Member of the Company by judicial order upon application by the Company, another Member or the Managers acting for the Company through a direct action if the Member:

(a) engages in wrongful conduct that has or will adversely and materially affect the Company; or

(b) materially breaches this Agreement or his or her duty in a willful or persistent manner; or

(c) engages in conduct in the Company's affairs that makes it not reasonably practicable to carry on the Company's affairs with the Person as a Member.

In the event a Member is expelled by Judicial Expulsion hereunder, such Member shall be deemed an Expelled Member, and the Company shall purchase and the Expelled Member shall sell, the Membership Interest of the Expelled Member for Sixty-Six and 2/3 % of the Purchase Price determined, adjusted, and paid in accordance with Section 10.4 above; provided,

that the term "Expelled Member" shall replace the term "Deceased Member" and the date of determination of the Expulsion shall replace the date of death

12.5 Rights of a Dissociating Member.

(a) If an Event of Dissociation occurs with respect to a Member, then, except as specifically provided for in this Agreement, such Dissociating Member shall not be entitled to payment for such Dissociating Member's Membership Interest and, beginning on the date of dissociation, the Dissociating Member shall have only the rights of an Economic Interest Owner with respect to such Member's Membership Interest Units, and shall be entitled to receive those distributions that are allocable to such Member's Membership Interest Units as Economic Interest Units only under Article IV. The amount of and method of determining such distributions shall be as is set forth above and in Article IV. Such distributions shall be paid to the Dissociating Member when the related distributions are paid to the other Members. If an Event of Dissociation occurs with respect to a Member and such event causes the dissolution of the Company for tax purposes or otherwise, the Dissociating Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any distributions to which the Dissociating Member would have been entitled shall be reduced by the damages sustained by the Company as a result of any default of this Agreement by the Dissociating Member and the dissolution and winding up.

(b) Subject to the terms and provisions of the Act, if the Company has only one Member and an Event of Dissociation occurs, the legal representative or other successor in interest of such Member may, at the election of such legal representative or other successor in interest, become a Member.

(c) Notwithstanding the foregoing, upon an Event of Dissociation, upon the vote or written consent of Members holding a Super-Majority in Interest (other than the Dissociating Member), the Company shall, if permitted to do so by the terms of its agreements with lenders, purchase, and the Dissociating Member shall sell, the Membership Interest of such Dissociating Member for the Purchase Price determined, adjusted, and paid in accordance with Section 10.5 above, or Section 12.2 or 12.3 as the case may be, payable in not more than five equal annual installments commencing six (6) months from the date of the Event of Dissociation with interest on the outstanding balance at the AFR, payable in arrears annually with an installment payment. Nothing contained herein shall prohibit any prepayment or other payment arrangements upon consent of a Super Majority in Interest of the Members (excluding the Dissociated Member) and the Dissociated Member.

12.6 Liability After Dissociation. A Person's dissociation as a Member does not discharge them from any debt, obligation or other liability to the Company or any other Member in which the Person incurred while a Member of the Company.

ARTICLE XIII
DISSOLUTION AND TERMINATION

13.1 Dissolution. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of any of the following events:

(a) upon the affirmative vote, approval or consent of a Super Majority Interest of Members;

(b) The passage of ninety (90) consecutive days during which the Company has no Members unless before the end of that period consent is given by a transferee(s) owning the rights to receive a majority of distributions as a transferee(s) at the time the consent is to be effect to admit at least one specific person as a Member of the Company, and at least one person becomes a Member of the Company in accordance with the consent given.

(c) upon application of a Member and the entry of a decree of judicial dissolution by the court on the grounds that the Managers or any other Member, in control, whether or lawful or not, has acted, or will act, in a manner that is illegal or fraudulent, or has acted or is acting in a manner that is oppressive and was, is, or will be directly harmful to the applicant;

(d) upon application of a Member and the entry of a decree of judicial dissolution by the court on the grounds that the conduct of all or substantially all of the Company's activities and affairs is unlawful, or it is not reasonably practicable to carry on the Company's activities and affairs;

(e) any other entry of a decree of judicial dissolution under the Act.

13.2 Winding Up of the Company. Upon dissolution, the Company shall be wound up and the following provisions shall apply to the winding up process:

(a) During the winding up process, the Company, through the Managers, may preserve any and all of its activities, affairs and property as a going concern for a reasonable amount of time, prosecute and defend actions and proceedings brought by and against the Company, transfer the property of the Company, settle any and all disputes by mediation or arbitration and perform any other acts necessary to continue the winding up process.

(b) Upon confirmation of the dissolution of the Company, the Managers shall have a full and general accounting of the Company conducted within a reasonable time.

(c) If the Company has any remaining Members at the time of Dissolution, the Managers shall be instructed to discharge and settle, within a reasonable time, any outstanding debts, obligations and other liabilities of the Company. Upon completion of any discharge and/or settlement, the Managers shall distribute the remaining assets of the Company to Members, former Members and Economic Interest Holders in the following order:

(i) except as otherwise provided in this Agreement, to Members, former Members and Economic Interest Owners in satisfaction of liabilities for distributions pursuant to this Agreement; and

(ii) except as otherwise provided in this Agreement, to Members, former Members and Economic Interest Owners, first, for the return of any positive balances in their Capital Accounts after giving effect to all contributions, distributions and allocations for all periods, and then in accordance with their Company Interests.

(d) If at the time of dissolution, the Company has no remaining Members, either, an individual or an entity, the legal representative of the last individual to have been a Member shall be considered the Managers of the Company and shall have all rights as Managers under this Agreement and the Act and shall have the responsibility of conducting (a), (b) and (c) of Section 13.2 and completing the winding up process.

(e) If the legal representative of the last remaining individual Member declines or fails to wind up the Company in accordance with (d) of 13.2, a substitute person may be appointed through written consent of the Economic Interest Owners who own a majority in interest of the rights to receive distributions as Economic Interest Owners at the time the written consent is to be effectuated, to conduct the winding up process of the Company in accordance with sections (a), (b) and (c) of Section 13.2. The Economic Interest Owners who own a majority in interest of the rights to receive distributions shall appoint the Managers of the Company as the substitute party, but if not, the appointee shall be considered the Managers of the Company and shall have all rights as Managers under this Agreement and the Act.

13.3 Certificate of Dissolution. Promptly after the dissolution of the Company, the Members shall cause the Company to execute a certificate of dissolution to be delivered to the Secretary of State for filing, and take such other actions as may be necessary to terminate the Company.

ARTICLE XIV **GENERAL PROVISIONS**

14.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Managers, Members and officers and their heirs, personal representatives, successors and assigns.

14.2 Severability of Provisions. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable in any respect, then the court shall modify the provision to render it reasonable and enforceable and the remainder of this Agreement shall remain in full force and effect. Without limiting the generality and scope of the foregoing sentence, the parties agree that while the provisions contained in Article XI are considered by the parties to be reasonable under the circumstances, it is recognized that restrictions of the nature in question may fail to be enforceable for unforeseen reasons. Accordingly, it is hereby agreed and declared that if any such restriction shall be judged to be unenforceable as written for the protection of the legitimate business interests of the Company, but may be valid if part of the

wording were deleted or the period (if any) reduced in scope, then said restrictions shall apply with such modification as may be necessary to make them enforceable, valid and effective. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and the court declines to modify such provision, that provision shall be severed, and the remainder of this Agreement shall continue in full force and effect.

14.3 Entire Agreement; Amendments. This Agreement constitutes the entire agreement with respect to the subject matter hereof. This Agreement and the Certificate of Organization may be modified or amended only pursuant to a written amendment approved by the Super Majority Vote of the Members.

14.4 Notices. Any notice, payment, demand, consent, or communication required or permitted to be given by this Agreement shall be given in the manner set forth in Section 6.4

14.5 Governing Law. This Agreement and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

14.6 Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of which taken together, shall constitute one and the same agreement.

14.7 Waivers. The failure of any party hereto to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.8 Required Provisions of the Act. If any Article or Section of this Agreement is found to be in direct violation of the required provisions of Act, the violating Article and/or Section shall be stricken from this Agreement and replaced with the required provision of the Act.

14.9 Partition. The Members hereby agree that no Member, or Economic Interest Holder, shall have the right while this Agreement remains in effect to have the property of the Company partitioned among the Members and/or Economic Interest Holders, or to file a complaint or institute any proceeding at law or in equity to have the property of the Company partitioned among the Members and/or Economic Interest Holders, and each Member, on behalf of such Member and such Member's heirs, successors and assigns, hereby waives any such right. It is the intention of the initial Members that during the term of this Agreement, the rights of the initial Members and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor-in-interest to assign, transfer, sell, pledge or otherwise dispose of Economic Interest Units shall be subject to the limitations and restrictions of this Agreement.

14.10 Costs and Expenses. In the event any party hereto engages in litigation, or any other action or proceeding, to enforce or defend rights or obligations hereunder, and such

litigation results in a final judgment in favor of such party (a "Prevailing Party"), such Prevailing Party shall be entitled to recover from the party or parties against whom the Prevailing Party prevailed, all costs and expenses, including reasonable attorney's fees and costs, incurred by the Prevailing Party in connection with such proceedings.

14.11 Dispute Resolution. The parties hereto acknowledge and agree that a dispute between them is likely to have a disruptive and negative impact on the Company. Accordingly, any such dispute must be settled quickly in order to protect and preserve the Company and allow the Managers and Initial Members to focus on the Business. Therefore, if a dispute arises out of or relates to this Operating Agreement or any other agreement executed in connection herewith, or the breach thereof (other than any legal or equitable relief sought by the Company or the Other Members or Other Managers, as the case may be for a breach of another Manager's or Member's obligations under Article XI, which relief may be pursued in any court or in arbitration as the Company or the Other Members or other Managers, as the case may be, the parties hereto agree as follows:

(a) In the event of a dispute arising out of or relating to this Agreement and the relationship of the Managers and Members hereunder ("Dispute"), each party to the Dispute will appoint a designated representative whose task it will be to meet in Springfield, Massachusetts for the purpose of endeavoring to resolve such Dispute. The designated representative of each party will have the authority to make decisions and commitments on behalf of the party.

(b) If the parties fail to meet or resolve such Dispute within thirty (30) days of receipt of the notice of Dispute, the parties agree to submit to a mediated settlement conference and jointly retain a mediator mutually agreed upon by the parties to take place in Springfield, Massachusetts.

(c) If the parties fail to meet or resolve such dispute by and through a mediated settlement conference within thirty (30) days of receipt of the notice of Dispute, the parties agree that the Dispute shall be resolved by binding arbitration to be held in Massachusetts under the auspices and Expedited Arbitration Rules of JAMS, except as modified herein.

(d) There will a sole arbitrator ("Arbitrator") who will be appointed by JAMS and who will be a lawyer with at least five years' experience in contract disputes. As soon as practicable after the appointment of the Arbitrator, the parties and the Arbitrator will have a conference call to discuss the procedures for resolving the Dispute, methods of streamlining the proceeding, and an agreed-upon date for the hearing. Unless otherwise agreed during the call, seven days prior to the hearing date, each party will provide the Arbitrator and the other party: (i) a copy of all documents the party claims support its position concerning the Dispute and/or which it intends to introduce or use at the hearing; (ii) a list of witnesses it intends to call at the hearing and a summary of their testimony; (iii) a summary of the arguments and laws it claims support its contentions regarding the Dispute; and (iv) a summary of any expert opinions it intends to present at the hearing. There will be no pre-hearing discovery unless the Arbitrator, after having heard from all parties to the Dispute, determines that the party seeking discovery has demonstrated a compelling need for such discovery, and in such event, such discovery will be as limited as possible and permitted to occur only in the least disruptive manner possible. The

Arbitrator shall have no power to order the taking of depositions, nor any intrusive electronic discovery.

(e) Unless otherwise agreed to by the parties and the Arbitrator, the hearing to resolve the Dispute shall be held on a date no less than 15 nor more than 22 days after the date of selection of the Arbitrator. Such hearing will not exceed one day, unless otherwise agreed to by the parties or deemed necessary by the Arbitrator. Each party will be afforded equal time to present its version of the facts, any evidence and/or expert testimony supporting its position and its legal and technical arguments. Within five days after the hearing, the Arbitrator will issue his or her decision, which shall be a reasoned decision and final and binding upon the parties. The decision of the Arbitrator may be enforced in any court of competent jurisdiction. The Arbitrator shall be authorized to award the prevailing party in the Dispute such party's costs, expenses, and fees, including reasonable attorneys' fees, costs and expenses.

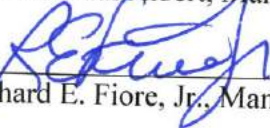
14.12 Severability. The parties hereto intend that the form, terms and provisions of each section of this Agreement be construed and enforceable to the fullest extent possible so as not to violate any applicable provision of law and, if necessary, are intended to be limited, by a court of competent jurisdiction, only to the extent necessary to render each such section of this Agreement valid, legal or enforceable under the provisions of any applicable law. If any section, term or provision of this Agreement shall be limited or modified, or held invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall not be affected thereby.

14.13 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

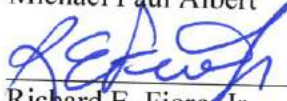
**PIONEER VALLEY TRADING COMPANY,
Inc:**

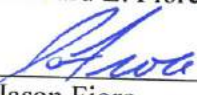
By: 
Michael Paul Albert, Manager

By: 
Richard E. Fiore, Jr., Manager

MEMBERS:


Michael Paul Albert


Richard E. Fiore, Jr.


Jason Fiore


Thomas Keenan


Curtis Gezotis


Jay Larson


Robert Walker

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, INC**
(a Massachusetts limited liability company)

Exhibit B

Members: Percentage of Membership Interest; Membership Interest

Name and Address	Percentage of Membership Interest	Membership Interest
Richard E. Fiore, Jr. (1)	32.08%	48.12
Jason Fiore	8.92%	13.38
Michael Paul Albert	41.00%	61.49
Thomas Keenan	3.60%	5.40
Curtis Gezotis	3.60%	5.40
Jay Larson	0.90%	1.35
Robert Walker	9.90%	14.85
<i>Total of Founders</i>	100.00%	150.000

(1) A portion of the membership interest reflects an agreement, through a merger, to contribute real estate to the Company.

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, Inc
(a Massachusetts Corporation)**

Exhibit C


Joinder Agreement

Reference is hereby made to the Amended and Restated Operating Agreement, effective as of August 25, 2023 and as it may be further amended, from time to time (the "**Operating Agreement**"), among the Managers and Members of Pioneer Valley Trading Company, Inc (the "**Company**") named therein and the additional persons who become Members of the Company subsequent to August 25, 2023. Pursuant to and in accordance with the Operating Agreement, the undersigned hereby acknowledges that he/she has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Joinder Agreement and it becoming effective, such person shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be deemed a Member for all purposes thereof.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of Sept 1, 2023.

NEW MEMBER:


Print Name of Member: Jason Fiore

Address: 126 Lancaster Dr
Agawam, MA 01001

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, Inc**
(a Massachusetts Corporation)

Exhibit C

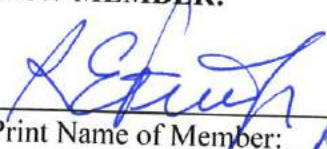
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Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of August 31, 2023.

NEW MEMBER:


Print Name of Member: Richard E Fore Jr

Address: 291 Honey Pot rd.
WESTFIELD MA 01085

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, Inc**
(a Massachusetts Corporation)

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of

Sept. 1, 20 23

NEW MEMBER:


Print Name of Member: JAY LARSEN II

Address: 33 W Silver St.
Westfield, MA 01085

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(a Massachusetts Corporation)

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Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of October 13th, 2023.

NEW MEMBER:



Print Name of Member: CURTIS S. GEERTZ

Address: 42 GARY DR.

WESTFIELD MA. 01085

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, Inc**
(a Massachusetts Corporation)

Exhibit C


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Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

9/1 IN WITNESS WHEREOF, the undersigned has executed this Agreement as of _____, 2023.

NEW MEMBER:


Print Name of Member: Michael Albert

Address: 24 Northwest RD
Westfield, MA 01085

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, Inc**
(a Massachusetts Corporation)

Exhibit C

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Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of
October 13, 2023.

NEW MEMBER:


Print Name of Member: Thomas Keenan

Address: 3 Nicholas Ln
Southampton MA 01073

**OPERATING AGREEMENT
OF
PIONEER VALLEY TRADING COMPANY, Inc**
(a Massachusetts Corporation)

Exhibit C

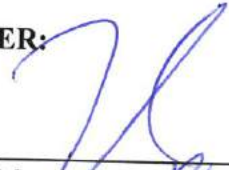
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Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of August 31, 2023.

NEW MEMBER:


Print Name of Member: Robert Walker

Address: 18 Minnyskete Drive

Westfield, MA 01085

Mike Albert
Pioneer Valley Trading Company Inc.
Southwick, MA
Westfield, MA

November 7, 2024

This letter is an attestation that the below owners (aside from Richard Fiore and Michael Albert who hold the majority) are equity owners only, hold less than 10% equity in the company, and hold no control over company decision making regarding planning, marketing, operations or financial decisions, appointing officers, etc.

We have also removed the 'contributions' section of the operating agreement as any costs associated with the new retail in Southwick have been covered by the entity and no owner contributions were made. We estimate that all costs for startup will be covered by the entity and this reflects the current financial situation of the entity as we pursue our new retail in Southwick.

Members: Percentage of Membership Interest, Membership shares interest

Name and Address	Percentage of Membership Interest	Membership Interest
Richard E. Fiore, Jr.	32.08%	48.12
Jason Fiore	8.92%	13.38
Michael Paul Albert	41.00%	61.49
Thomas Keenan	3.60%	5.40
Curtis Gezotis	3.60%	5.40
Jay Larson	0.90%	1.35
Robert Walker	9.90%	14.85
Total of Founders	100.00%	150.00



Mike Albert, CEO

Plan for Obtaining Liability Insurance

1. Once company receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experience in the legal marijuana industry.
 - a. Company will 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.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. The company will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

Pioneer Valley Trading Company Retail Cannabis Dispensary Business Plan

Executive Summary

Pioneer Valley Trading Company was formed in the Commonwealth of Massachusetts to develop a retail cannabis establishment in Southwick, MA.

The Company's objective is to capitalize on the opportunities presented as a result of the changing regulatory environment governing the cannabis industry in the population-dense area of Southwick and surrounding areas by becoming a high-quality and reliable source of cannabis products as both a retail and delivery entity. We will build a dedicated team of diverse, qualified, and passionate individuals to successfully establish a reputable and trusted retail brand.

Core Values: Service and Community:



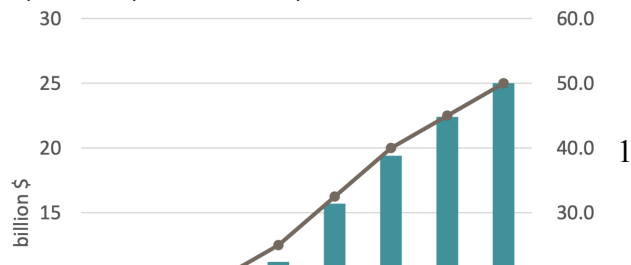
Customers - provide safe, high-quality products subject to careful selection, processing, transporting, and testing, and provide access to those products in a safe, secure, and educational environment closer to home.

Staff - ensure a customer-focused and welcoming working environment where differences are respected, company morale is high, and turnover is low among locally-based employees.

We will maintain a positive impact on the community through ongoing cooperation with local officials and charitable work through our state required Positive Impact Plan. Building a robust retail and delivery model that employs a diverse local population and brings customers and consumers to the surrounding retail hub will benefit the town of Sharon and reduce law enforcement resources dedicated to the unregulated market.

The Company's competitive advantages in the marketplace will emanate from the impact of skilled management, location, and efficient size. The construction of a carefully planned, well-designed, state-of-the-art facility that is in line with the current market of smaller, more efficient retails, will allow the Company to consistently offer the highest quality and most popular cannabis products in the market at a competitive price. With wholesale partners controlling license types in a vertical system (cultivation and processing) our access to affordable quality product will be secure.

Cannabis Marketplace



In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts legalized medical cannabis. In November 2016, Massachusetts voters approved a ballot initiative legalizing the recreational use of cannabis for adults 21 years of age and older.

The larger legal cannabis market in North America generated nearly \$30 billion in 2020 and is estimated to grow to \$50 billion by the end of 2023. In March of 2023, the burgeoning cannabis industry in Massachusetts alone surpassed the \$4 billion mark in sales since legalization. The sales revenue was derived from the sale of nearly 100,000 different products. On that \$4 billion the Commonwealth reaped more than \$800,000,000 in tax revenue from a 6.25% sales tax, a 10.75% excise tax, a 3% municipal tax, and a controversial local impact fee option for cities and towns, up to 3% of gross sales.

Although the use of cannabis remains illegal under federal law and is classified as a Schedule 1 drug, public sentiment is shifting in favor of legalization. Forty-three states have legalized cannabis in some form, 18 of which allow for recreational use. A majority of U.S. residents now have access to legal cannabis. Current surveys show that more than 30% of adults 45 years or older consume cannabis. Comparing this to the more harmful alcohol, with adult usage at around 90%, the growth potential for a consumer base will steadily grow. Cannabis usage rises to nearly 60% when adding in the 36 to 45-year-old group. Many increases are attributed to young women closing the gender gap in cannabis usage and contributing to the steady incline.

The cannabis marketplace has grown faster than predicted after legalization, with plenty of growth remaining due to dense areas surrounding Boston either banning retail cannabis or slow to open retail locations. Our Company seeks to enter this marketplace and grow with the industry in Massachusetts and strategically provide access for the Southwick and surrounding population.

Customer Safety and Site Security

The facility security shall incorporate physical security elements, electronic security systems, security staffing, and procedures to provide a secure environment that will deter and prevent unauthorized entrance into areas containing cannabis and the theft or diversion of cannabis products from the facility. The focus of the security measures will be to protect the facility, staff, customers, and the host community. Our Company will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

At a minimum, the security system shall consist of alarms on all points of entry including windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. A redundant system will be installed to ensure security coverage at all times. The system will also include a failure notification feature that will immediately alert a designated management employee if a system failure occurs.

Customers will be limited to one ounce of cannabis or five grams of cannabis concentrates per visit. The Company will provide a full selection of cannabis products including flower, edibles, concentrates, vaporizers, topicals, and accessories. All customer purchases will be placed in opaque packaging to conceal the contents as they exit.

Operations and Management

The Company will outsource various roles and experts with different areas of expertise to perform the necessary functions required for the success of the retail. An effort will be made to hire qualified local residents of the host community but ownership is aware that their expertise is not in managing a retail store. Thus a management partnership for this ideally located retail is the most efficient model. The following positions will be filled, under advisement from the consultants, with qualified candidates prior to the commencement of operations:

- Retail Manager
- Inventory Manager
- Assistant Retail Manager
- Retail Associates
- Inventory Associates

Our Company will be managed by the consulting and management team, who will report to the owner. The management team will ensure compliance with all state and local regulations governing the cannabis industry. This team is responsible for operations, auditing, implementing, revising company policies and procedures on a regular basis, as well as identifying and implementing new technologies and methodologies to improve operations. They are expected to work toward constant improvement of the non-management teams' knowledge base, including safety awareness, knowledge of hazards, OSHA, food safety, company standards and quality control, as well as regulatory guidelines.

Products

A wide variety of trending, high-quality products will be sought for display and sale. As the market trends evolve, the team will shift products to keep selection changing, and customers' preferred products in inventory.

Retail staff will be appropriately trained to provide the retail customer with the necessary knowledge to make informed purchasing decisions. The standard



product selection of high quality flower, vaping devices, edibles, drinks, and new products will be available on a rotational basis.

The Company's ideal retail customer is a knowledgeable customer who can safely and responsibly consume its offerings in the 25-75 year old age range. Having product themes such as female-focused, 20-something adult, and connoisseur consumer will drive our commitment to customer needs and providing the right product.

Marketing

The goals of the marketing program are to:



- create a strong professional presence in the Massachusetts cannabis industry;
- become a preferred, reputable and trusted cannabis provider locally;
- grow brand awareness;
- acquire new customers;
- establish new and nurture existing relationship with clientele.

The target customers of the consumer facing retail enterprise will be adults 21 years of age and older. The following tactics will be utilized by the Company to market its products:

- Email & Text messaging. While email's effectiveness is waning somewhat, in the age of spam filters and inbox shock, and federal prohibitions on cannabis, email won't disappear anytime soon. A well-maintained customer and potential customer list will be utilized by the Company to maintain communication channels with business customers. An opt-in text message system will be in place for the Company to maintain communication with retail customers.
- Personal service - is one of the oldest and most effective business-to-customer marketing methods. Personal selling that leverages face-to-face relationships to acquire return customers will be a key component the Company's efforts.
- Customer referral program. Referrals are expected to be a source of new business for the Company and we will establish default periods of time within which to gauge customer satisfaction, and solicit referrals from satisfied customers.
- Trade shows and conferences. Our Company will market directly to licensed consumers at cannabis conferences and other events designed around cannabis.

Additional Marketing Necessities:

- Company website;
- Direct marketing/mailings;
- Industry association memberships;
- Cannabis related conferences, exhibitions, events;

- Email marketing through regular newsletters and digital brochures;
- Personal networking;
- Advertising & publications in cannabis related publications such as:
 - Mjbizdaily.com
 - cannabisstock.com
 - Different Leaf
 - cannabis Magazine
 - 420 Magazine
 - Cannabis Now
 - High Times

The generation of long-term personalized relationships with wholesale suppliers will be vital to long term success and profitability. We will reliably offer high quality cannabis products coupled with excellent customer service to steadily increase the customer base and instill loyalty. The Company shall utilize the services of consultants to better understand the fluctuating demands for specific products in the Massachusetts cannabis market with the goal of outpacing competitors in meeting customer needs. Through high quality, fair pricing, volume and exceptional staff in our ideal location, we will set ourselves apart in the marketplace.

Growth

The Company's growth plan is fundamental:

- 1. strong and consistent branding;
- 2. targeted marketing programs;
- 3. volume of product;
- 4. an outstanding retail customer experience;
- 5. a well-trained staff of professionals with demonstrated expertise.

When a retailer is well-placed in a strong commercial center such as ours, with close to 30,000 cars passing by a day, a steady customer base will be forthcoming. We anticipate continued growth.

Financials

Our Company will be privately funded with an initial start-up operating budget of \$500,000 for operations and \$1 million for construction/security/facilities costs. An adequate reserve will be maintained to ensure operations until profit is reached. If necessary, the Company is highly confident in its ability to raise additional debt and/or equity financing from private and institutional investors.

Based on the funds available to the Company and the projected capital and operating expenses necessary to design, develop, construct and operate the facility. Our company well-capitalized and strongly positioned to successfully execute its business and operation plans.

The long-term financial health of our project will be actively monitored in real time. The Company will implement a financial strategy that outlines how the Company will finance its overall growth and continue to meet its ongoing liabilities. The Company will undergo an annual review by industry-seasoned accountants to ensure compliance with its audit and accounting procedures. The Company will use financial information to assess the success of its capital investments over the past year, and project and plan for investment over the next five years. Financial targets will be annually updated to reflect the condition of the current business.

Financial reserves of at least three months of operating expenditures will be maintained at all times. Non-distributed profit will be added to this reserve on an annual basis. This will ensure viability and stability for the Company, its staff, the community, and vendors into the future.

Projections:

We calculate revenue based on a \$82 average sale per customer, roughly 20 customers per hour, and will be open 365 days a year.

Projected Revenue	Yr 1	Yr 2	Yr 3
Sales	\$6,000,000	6,900,000 (+15%)	7,935,000
Expenses	\$1,500,000	1,725,000 (+5%)	1,983,750
Tax	\$3,000,000	\$3,450,000	3,967,500
Impact fee, town	\$50,000	\$50,000	\$50,000
Net	1,450,000	1,675,000	1,933,750

Pioneer Valley Trading Company Inc.

Diversity Plan

Introduction

Our purpose is to support minorities, veterans, women, disabled individuals, and LGBTQ+ residents of the Commonwealth in order to stop the continuation of an inequitable status quo in the workplace. To do so, we intend to teach the importance of ownership, build community between diverse groups and neighboring organizations, and provide job opportunities to diverse groups, with a variety of responsibilities, that will build an efficient and robust operation all Massachusetts residents can be proud of.

To the extent permissible by law, it is the policy of this company to prioritize hiring and community engagement and support among the following demographic groups:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. People who identify as LGBTQ+

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This 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.

1. Continue employing over 60% women, increasing to 15% minorities, increasing to 10% LGBTQ+, 10% veterans, and continue with 20% those with disabilities.
2. Goal of at least 50% of the employees who receive promotions ongoing are of the above-listed groups.
3. Engage with more than 2 suppliers from the SDO supplier list or supplier who is woman-owned, minority-owned, veteran-owned, LGBTQ+-owned, or disability-owned.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities will be published on Indeed.com, LinkedIn, or in the Boston Globe, aiming to reach women, veterans, minorities, LGBTQ+ members, and

those with disabilities by using ads that will target specific areas or readership who fall into Diverse categories above.

2. To compound our already diverse staff, diverse staff are encouraged to reach out to prospective employees in their network when we are seeking new staff for employment and share our diversity culture and goals.
3. Access the SDO supplier list to engage with women, veteran, minority, LGBTQ+ member, and disabled-owned suppliers.

Measurement:

We intend to focus our efforts on the following metrics:

1. Have current employment positions been sustained that reflect our goals?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching women, veterans, minorities, LGBTQ+ members, and those with disabilities to increase the diversity of our hiring pool?
3. Do at least 50% of our staff fall in to the category of these diverse groups: Minority, Disabled, Veteran, LGBTQ+, Women?
4. Have we partnered with at least 1 women, veteran, minority, LGBTQ+ member, and disabled-owned businesses or wholesalers?

Goals

1. Employing 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities.
2. We have a goal of 100% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction regarding inclusivity, and 100% of staff having access to diversity literature in the workplace.
3. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are of the above-listed groups.
4. Have 100% of employees acknowledge our diversity goals and actively participate in attempting to accomplish them.
5. Engage with at least one diversely owned supplier from the SDO supplier list.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually on Indeed.com, LinkedIn, or in the Boston Globe, with the objective of reaching, women, veterans, minorities, LGBTQ+ members, and those with disabilities. Ads will target specific neighborhoods with corresponding demographics.
2. Distribute internal workplace information notices, annually (and verbally at team meetings at least quarterly), aimed at encouraging current employees to recommend

women, veterans, minorities, LGBTQ+ members, and those with disabilities for employment.

3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors, or contractors to engage with.
5. Access the SDO supplier list to engage with women, veteran, minority, LGBTQ+ member, and disabled-owned suppliers.

Measurement:

We intend to focus our efforts on the following metrics:

1. Have 8 employment positions been created since initial licensure?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching women, veterans, minorities, LGBTQ+ members, and those with disabilities?
3. Have we hired 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities, or do at least 60% of our total hires include a mix of these above demographics?
4. Have any employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management diversity with 50% of promotions being diverse employees?
5. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?
6. Have we compiled anonymous data in spreadsheets from our surveys to better understand and track diversity at our company which can be shared with public officials or nonprofit organizations seeking to promote diversity in their mission?
7. Have we partnered with at least 2 women, veteran, minority, LGBTQ+ member, and disabled-owned businesses or wholesalers?
8. Do we have evidence of the literature or postings on diversity and our anonymous comment box that we have made available to employees to facilitate diverse or underrepresented voices in our staff?
9. Are staff aware, through staff meeting agendas, emails, paper bulletins, or other methods that diversity is a compliance issue and important to the company and community?

Maintaining Financial Records

The Company shall comply with all regulations for Record Keeping as outlined in 935 CMR 500.105, and all records of the Establishment shall be maintained and made available for inspection upon request by the Commission, other lawful regulatory agency, or authorized third-party auditors.

The Company shall maintain books, financial records, and other compilations of data pertaining to all financial transactions of the establishment in accordance with standard accounting practices and all applicable State regulations. Written records shall be kept on file and backed up electronically on-site and to cloud storage in accordance with the Company Record Keeping Procedures.

The following business records shall be maintained:

- Assets and liabilities
- Monetary transactions
- Books of accounts
- Sales records, and
- Salary and wages paid to each employee.

All required records shall be kept for a period of at least seven (7) years and made available upon request by the CCC, DOR, other lawful regulatory agency, or any authorized independent financial auditor. Following closure of the Establishment, all records shall be kept for at least two years at the expense of the Company and in a form and location acceptable to the Commission.

RECORDING SALES: The Company will utilize a computerized Point Of Sale system approved by the Commission and DOR, and which is compatible with the Establishment's third-party inventory tracking software that allows for real-time interface with the State METRC monitoring system for all seed-to-sale tracking. The Company will make available all equipment and software for inspection by the Commission and/or DOR for the purposes of ensuring compliance with all MA laws and regulations.

The Company shall not utilize any software or other methods for the purpose of manipulating or altering sales data, and shall conduct monthly analysis of all equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been utilized to alter sales data. Records of all monthly analysis shall be maintained in accordance with Company Record Keeping Protocol and made available to the Commission upon request.

In the event that software has been installed, or any other methodology has been implemented, for the purposes of manipulating or altering sales data, the Commission shall be immediately notified and the Company will cooperate with the Commission and any other

agency in any subsequent investigation(s) and/or take any other such action as directed by the Commission to comply with 935 CMR 500.105.

All records related to the Retail Sales of the establishment shall be kept in accordance with the Company Record Keeping Protocol and in full compliance with 830 CMR 62C.25.1 Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. All records shall be made available to the Commission and/or DOR upon request.

Handling of Confidential Information: The Company will implement protocol to protect confidential information for all company personnel and customers that complies with all State laws and regulations. These protocols include but may not be limited to:

1. Control Access: Digital information containing sensitive data will be protected by secure password, firewall, and encryption.
2. Lockable Document Storage: All paper files and documents containing sensitive information shall be securely stored in lockable storage cabinets within the Company corporate headquarters.
3. Document Shredding: Any documents containing sensitive information that are no longer needed on-file within the establishment shall be shredded and disposed of.
4. Employee Training: All Company employees shall receive sufficient training on maintaining data confidentiality regarding both fellow employees and customers

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1. Introduction

1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of the "Company" and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by the Company. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - 1.4.3.1. be 21 years of age or older;
 - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers, embrace customer service and understand marketing. They will train employees and decide which products to acquire from suppliers, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.

2.1.3. **Retail Associate** - Our facility has an ongoing need for retail associates to sell our range of cannabis products. This product range includes, but is not limited to:

- Edibles
- Extracts
- Pre-rolls
- Tinctures
- Beverages
- Vape pens

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis,

the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail associate will maintain records in accordance with the Operations Manual, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Retail associates will be trained by the operations manager. This position may be full-, or part-time.

2.2. Employee Training and Selection

2.2.1. Our retail facility is looking for motivated, friendly, articulate and compassionate people to help sell products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the sale of cannabis products through various networks. Previous work experience in a medical or retail marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Massachusetts Cannabis Law
- 2.2.1.3. Wholesale Sales
- 2.2.1.4. Packaging Labeling and Inventory
- 2.2.1.5. Sanitation and Maintenance of the Facility
- 2.2.1.6. Security of the Facility and Deliveries
- 2.2.1.7. Back-office business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
 - 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
 - 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
 - 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
 - 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
 - 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
 - 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. **Equal Employment Opportunity & American with Disabilities Act.**
- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and

termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

3.4. Confidentiality.

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

3.5. Employment of Relatives

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.8. Privacy

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.11. Political Neutrality

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each

calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
 - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
 - 5.5.2.1. Dishonesty;
 - 5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor jay be subject to immediate dismissal.
 - 5.5.2.3. Falsification of Company records;

- 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

5.6. **Dress Code**

- 5.6.1. 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 not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

5.7. **Safety**

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. **Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

amounts. It also includes any substance a person holds out to another as an illegal drug.

5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy

5.10.1. The Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and

to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

- 6.1.1. Aside from those benefits required by state and federal regulations, the Company also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. COBRA

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.3. Worker's Compensation

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.5. Unemployment Insurance

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

7.3. Pregnancy-Disability Leave

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

7.5. Voting Time

- 7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

1. Environmental Policies and Procedures -

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
 - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
 - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
 - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
 - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
 - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
- c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
- d. We will adhere to the following minimum energy efficiency and equipment standards;
 - i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

- ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

1. Detailed Description of Qualification and Intended Trainings for Agents

1.1. Store Job Classifications and Requirements:

- 1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.
 - 1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.
 - 1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.
 - 1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.
- 1.1.2. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.1.3. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offer advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 1.1.4. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

1.2. Employee Training and Selection

- 1.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:
 - 1.2.1.1. Cannabis Science

- 1.2.1.2. Horticultural & Organic Cultivation
- 1.2.1.3. Methods of Extraction
- 1.2.1.4. Methods of Ingestion
- 1.2.1.5. Cooking with Cannabis
- 1.2.1.6. Medical marijuana use
- 1.2.1.7. Harm Reduction Methods
- 1.2.1.8. Sensible Cannabis Use
- 1.2.1.9. Customer Relations
- 1.2.1.10. Massachusetts Cannabis Law

- 1.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:
 - 1.3.1. Retails Sales
 - 1.3.2. Packaging labeling and inventory
 - 1.3.3. Sanitation and maintenance of the facility
 - 1.3.4. Security of the facility and deliveries
 - 1.3.5. Standard business and management roles such as, account management, administration, etc.

1.1. Quality Control and Testing

1.1.1. Incoming marijuana inventory

- 1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, . Sand, debris, and other foreign matter;
 - Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area.
- 1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
 - All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
 - Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
 - Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
 - Each of the three parties should submit a report on the incident to the Commission.
 - The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
 - Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

- 1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.2. Outgoing marijuana inventory

- 1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and the Company. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana and Inventory Control and Reconciliation** protocols above.
- 1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
 - Stock is efficiently rotated to ensure that older product is sold before newer product.
 - All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.3. Hygiene

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and

- Washing hands appropriately.
- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

IMPORTANT NOTE

The retail sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom.**

As a licensed retail establishment we are mandated to follow the state's requirements for tracking sales. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion.

NO customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.
There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
- 1.8. All access to cannabis products will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Record Keeping Procedures

- 1.1.** Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1.** Written Operating Procedures as required by 935 CMR 500.105 (1)The Operations Manager has copies of the company operating procedures.
- 1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
- 1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.
- 1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.
- 1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
- 1.1.1.5. Any material changes will be communicated to the Commission
- 1.1.1.6. Inventory records as required by 935 CMR500.105(8);

1.1.2. Inventory records include:

- Shipping and delivery manifests Delivery and shipping video recordings
Daily production stock withdrawal and return reports
Weekly inventory reports
Product return reports
- 1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.
- 1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labeled with the date and manifest number(s), and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.
- 1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.
- 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to

- be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products.
- 1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

1.1.3. Personnel records:

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935CMR 500.030(2);
 - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.1.3.3.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topic discussed, including the name and title of presenters;
 - 1.1.3.3.4. documentation of periodic performance evaluations;
 - 1.1.3.3.5. a record of any disciplinary action taken.
 - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
 - 1.1.3.3.7. records of any health and safety-related incidents

1.1.4. Personnel policies and procedures

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees and includes:

- 1.1.4.1.1. Our Code of Ethics
- 1.1.4.1.2. Whistle-blower Policy; and
- 1.1.4.1.3. Our policy that notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights>
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgment will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.5. Security Device Log

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
- 1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
- 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

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

- 1.2. As per 935 CMR 500.105 (9) we will maintain our records in accordance with generally accepted accounting principles.
- 1.3. Our written operating procedures will be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*
- 1.4. The following business records will be maintained;
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts;
 - Sales records; and
 - Salary and wages paid to each employee. *935 CMR 500.105(9)*