



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282674
Original Issued Date: 08/18/2021
Issued Date: 08/18/2021
Expiration Date: 08/18/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Releaf Cultivation L.L.C

Phone Number: 508-314-1463 Email Address: r.nmn.cardoso@gmail.com

Business Address 1: 232 Old Colony Unit 203

Business Address 2: Unit 203

Business City: Boston

Business State: MA

Business Zip Code: 02127

Mailing Address 1: 232 Old Colony Unit 203

Mailing Address 2: Unit 203

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02127

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 55

Percentage Of Control:

55

Role: Owner / Partner

Other Role:

First Name: Rafaella

Last Name: Cardoso

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Brazilian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 45

Percentage Of Control: 45

Role: Director

Other Role:

First Name: Peter

Last Name: Martin

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 42.59975248093252, -71.95303793392686

Establishment Address 2:

Establishment City: Gardner

Establishment Zip Code: 01440

Approximate square footage of the Establishment: 16800

How many abutters does this property have?: 7

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Releaf Cultivation Fully Executed Plan to Remain Compliant with Local Zoning.pdf	pdf	5fcd0aedd8789e0780e411a4	12/06/2020
Certification of Host Community Agreement	HCA Cert. Form_signed.pdf	pdf	5fd28bdfaa3b3307861d1fed	12/10/2020

Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form with attachments Releaf Cultivation.pdf	pdf	5fd9071cd8789e0780e42d9f	12/15/2020
Community Outreach Meeting Documentation	Virtual Community Outreach Meeting Releaf Cultivation.pdf	pdf	5fde74cd36d86207eb9670d6	12/19/2020
Community Outreach Meeting Documentation	Host Community Information, additional notes.pdf	pdf	5fde7b91d18fa907c7d90623	12/19/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	WCAC Releaf Cultivation donation acknowledgement March 30 2021.pdf	pdf	60634d83d90419077cc34b37	03/30/2021
Plan for Positive Impact	Plan to Positively Impact The Community - Releaf Cultivation revised - April 13 2021.pdf	pdf	6075f5fb21aec245a96cad03	04/13/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Chief Executive Officer
First Name: Rafaella Last Name: Cardoso Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: Chief Operating Officer
First Name: Peter Last Name: Martin Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization Releaf Cultivation.pdf	pdf	5f6f7d93f3e55207cefa36ac	09/26/2020
Secretary of Commonwealth - Certificate of Good Standing	Massachusetts Certificate of Good Standing.pdf	pdf	5fac1e78dfcf9f07cd9453c9	11/11/2020
Bylaws	RELEAF CULTIVATION, LLC OPERATING	pdf	5fac1f8608242707d4a78244	11/11/2020

AGREEMENT Contract August 11 2020.pdf				
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Massachusetts Department of Revenue.pdf	pdf	5fb2c6a4df85ec07dfb8a566	11/16/2020

No documents uploaded

Massachusetts Business Identification Number: 001433646

Doing-Business-As Name:

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Releaf Cultivation Business Plan.pdf	pdf	5fcd0d8491587f078718ed46	12/06/2020
Proposed Timeline	Timeline for Releaf Cultivation LLC.pdf	pdf	5fd8e7b115105a0779713c78	12/15/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance Releaf Cultivation.pdf	pdf	5fde92af60fc2607ca6ab480	12/19/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	PLAN TO MAINTAIN FINANCIAL RECORDS Releaf Cultivation.pdf	pdf	5fcd2d81301ec4074f755229	12/06/2020
Qualifications and training	QUALIFICATIONS AND TRAINING Releaf Cultivation.pdf	pdf	5fcd2f4487f4c7077b610545	12/06/2020
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS Releaf Cultivation.pdf	pdf	5fcd30d5aa3b3307861d1077	12/06/2020
Security plan	Security & Control Plan Executive Summary Releaf Cultivation 2020.pdf	pdf	5fde9a21841ecf07f32a8d36	12/19/2020
Storage of marijuana	Storage of Marijuana 2020.pdf	pdf	5fde9acad18fa907c7d9063e	12/19/2020
Transportation of marijuana	Transportation Releaf Cultivation 2020.pdf	pdf	5fde9d6860fc2607ca6ab488	12/19/2020
Inventory procedures	Inventory Procedures 2020.pdf	pdf	5fde9fb39597d30802d2a341	12/19/2020
Restricting Access to age 21 and older	Restricting Access to 21 or Older 2020.pdf	pdf	5fdfae0f16d57608051f975f	12/20/2020
Quality control and testing	Quality Control & Testing Releaf Cultivation 2020.pdf	pdf	5fdfb184e826e207c07d97e8	12/20/2020
Record Keeping procedures	Records Retention Releaf Cultivation 2020.pdf	pdf	5fdfb2e744f61c07f67fcb5e	12/20/2020
Diversity plan	DIVERSITY PLAN Releaf Cultivation 2020.pdf	pdf	5fdfb4d1eb00b107e4542bb3	12/20/2020
Policies and Procedures for cultivating.	Cultivation Plan Releaf Cultivation 2020.pdf	pdf	605bb631d13a03079c5f8100	03/24/2021
Prevention of diversion	Prevention of Diversion Revised Plan 4 6 2021.pdf	pdf	606cbeea2e84db44a04c664a	04/06/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: 9:00 AM	Saturday To: 5:00 PM
Sunday From: 9:00 AM	Sunday To: 5:00 PM



Sterrett Law, PLC
Boston Experience Vermont Prices

Offices in:
Boston, Massachusetts
Shelburne, Vermont
November 9, 2020

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

Re: RELEAF CULTIVATION, LLC – Plan to Remain Compliant with Local Zoning

Dear Cannabis Control Commission Members,


This firm represents Releaf Cultivation, LLC. As you are aware, Releaf Cultivation, LLC's proposed Marijuana Cultivation Establishment will be located at Lots 3A and 3B on Suffolk Lane in the Summit Industrial Park in Gardner, Massachusetts (the "Property"). The Property is located in an Industrial (IND1) Zoning District in Gardner. According to Section 675-410 of the Gardner Zoning By-Laws and Attachment 1 to those By-Laws (Table of Uses), a Marijuana Cultivation Establishment may operate in an IND1 District upon a grant of a Special Permit by the Gardner Planning Board, which Releaf Cultivation will apply for upon receiving a Marijuana Cultivation Permit from your Commission.

Our firm will also monitor any changes to the Town of Gardner Zoning Ordinances that may affect the zoning compliance of this proposed project. Should the zoning governing this property change, Releaf Cultivation, LLC will take all necessary steps to ensure compliance going forward.

In rendering this opinion, I have relied upon the statutory provisions of M.G.L. c. 94G et seq., 935 CMR 500.00 et seq., case law interpreting said statutes and regulations and the Town of Gardner Ordinances including all revisions and amendments thereto. Whenever a statement herein is qualified as "known to me," "to the best of my knowledge" or a similar phrase, it is intended to indicate that no information that would give me current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys in this firm who have contributed to the provision of this letter. Except as otherwise expressly indicated herein, I have not undertaken any independent investigation to determine the accuracy of such statements.

The opinions expressed in this letter are limited to matters governed by the laws of the Commonwealth of Massachusetts and its subdivisions.

Sincerely,



David L. Sterrett, Esq.



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Rafaella Cardoso

2. Name of applicant's authorized representative:

Rafaella Cardoso

3. Signature of applicant's authorized representative:

4. Name of municipality:


Gardner, MA

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

Michael J. Nicholson



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



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

Mayor@gardner-ma.gov

8. Host community agreement execution date:

12/8/20

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): 12/2/2020
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: 11/18/2020
- b. Name of publication: Gardner News

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: 11/18/2020

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: 11/17/2020

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:

Rafaella Cardoso

Name of applicant's authorized representative:

Dave Sterrett, Esq.

Signature of applicant's authorized representative:

A handwritten signature in blue ink, appearing to read "Dave Sterrett", is written within a green rectangular box.

Attachment A

From: **The Gardner News Classifieds** lineclassified@thegardnernews.com
Subject: Thank you for placing your order with us W0226954
Date: November 14, 2020 at 3:11 PM
To: r.nmn.cardoso@gmail.com

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

Job Details

Order Number: **W0226954**
Business Type: **General**
Ad Size: **Best**
Ad Cost: **\$194.00**
Subtotal: Tax Total: **\$194.00**
Total Cost: Payment Type: **Visa**

Account Details

Rafaella Cardoso
232 Old Colony Ave Unit 203
Boston, MA 02127
508-371-5923
r.nmn.cardoso@gmail.com
Releaf Cultivation, LLC
Credit Card - Visa *****6306

Schedule for ad number W02269540

Wed Nov 18, 2020
The Gardner News All Zones
Thu Nov 19, 2020
The Gardner News All Zones
Fri Nov 20, 2020
The Gardner News All Zones
Sat Nov 21, 2020
The Gardner News All Zones
Mon Nov 23, 2020
The Gardner News All Zones
Tue Nov 24, 2020
The Gardner News All Zones
Wed Nov 25, 2020
The Gardner News All Zones
Thu Nov 26, 2020
The Gardner News All Zones
Fri Nov 27, 2020
The Gardner News All Zones
Sat Nov 28, 2020
The Gardner News All Zones
Mon Nov 30, 2020
The Gardner News All Zones
Tue Dec 1, 2020
The Gardner News All Zones
Wed Dec 2, 2020
The Gardner News All Zones
Thu Dec 3, 2020
The Gardner News All Zones
Fri Dec 4, 2020
The Gardner News All Zones
Sat Dec 5, 2020
The Gardner News All Zones
Mon Dec 7, 2020
The Gardner News All Zones
Tue Dec 8, 2020
The Gardner News All Zones
Wed Dec 9, 2020
The Gardner News All Zones
Thu Dec 10, 2020
The Gardner News All Zones
Fri Dec 11, 2020
The Gardner News All Zones
Sat Dec 12, 2020
The Gardner News All Zones
Mon Dec 14, 2020
The Gardner News All Zones
Tue Dec 15, 2020
The Gardner News All Zones

NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING Releaf Cultivation, LLC will hold a Virtual Community Outreach Meeting on December 2, 2020 via Google Meet between 7:00 PM-8:00 PM to discuss the proposed siting of a Marijuana Cultivation Facility on a parcel of land at Summit Industrial Park, Lot 3A & B, Gardner, MA.

MA in accordance with M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq, and the Commission's promulgated orders. Attendees can join the meeting in the following manner: <https://meet.google.com/dda-tbvj-ubs>. Close captioning will be provided. Attendees can submit questions in advance by e-mailing them to info@massvtlaw.com or ask questions during the virtual meeting. All materials for the meeting will be available more than 24 hours before the meeting on the website: www.massvtlaw.com

Schedule for ad number W02269541

NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Releaf Cultivation, LLC will hold a Virtual Community Outreach Meeting on December 2, 2020 via Google Meet between 7:00 PM-8:00 PM to discuss the proposed siting of a Marijuana Cultivation Facility on a parcel of land at Summit Industrial Park, Lot 3A & B, Gardner, MA in accordance with M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq, and the Commission's promulgated orders. Attendees can join the meeting in the following manner: <https://meet.google.com/dda-tbvj-ubs>. Close captioning will be provided. Attendees can submit questions in advance by e-mailing them to info@massvtlaw.com or ask questions during the virtual meeting. All materials for the meeting will be available more than 24 hours before the meeting on the website: www.massvtlaw.com

Gannett reserves the right to alter, edit and omit any campaign to meet our editorial guidelines. Any additional charges or credits as a result of this process will be the responsibility of the individual or company submitting the campaign.

NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING Releaf Cultivation, LLC will hold a Virtual Community Outreach Meeting on December 2, 2020 via Google Meet between 7:00 PM-8:00 PM to discuss the proposed siting of a Marijuana Cultivation Facility on a parcel of land at Summit Industrial Park, Lot 3A & B, Gardner, MA in accordance with M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq, and the Commission's promulgated orders. Attendees can join the meeting in the following manner: <https://meet.google.com/dda-tbvj-ubs>. Close captioning will be provided. Attendees can submit questions in advance by e-mailing them to info@massvtlaw.com or ask questions during the virtual meeting. All materials for the meeting will be available more than 24 hours before the meeting on the website: www.massvtlaw.com

NOTICE OF VIRTUAL COM-

MUNITY OUTREACH MEETING

Releaf Cultivation, LLC will hold a Virtual Community Outreach Meeting on December 2, 2020 via Google Meet between 7:00 PM-8:00 PM to discuss the proposed siting of a Marijuana Cultivation Facility on a parcel of land at Summit Industrial Park, Lot 3A & B, Gardner, MA in accordance with M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq, and the Commission's promulgated orders. Attendees can join the meeting in the following manner: <https://meet.google.com/dda-tbvj-ubs>. Close captioning will be provided. Attendees can submit questions in advance by e-mailing them to info@massvtlaw.com or ask questions during the virtual meeting. All materials for the meeting will be available more than 24 hours before the meeting on the website: www.massvtlaw.com



**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING
RELEAF CULTIVATION, LLC**

Notice is hereby given that Releaf Cultivation, LLC will hold a Virtual Community Outreach Meeting on December 2, 2020 via Google Meet between 7:00 PM - 8:00 PM to discuss the proposed siting of an Marijuana Cultivation Facility on a parcel of land at Summit Industrial Park, Lot 3A & B, Gardner, Massachusetts in accordance with M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*, and the Commission's promulgated orders. Attendees can join the meeting in the following manner: <https://meet.google.com/dda-tbvj-ubs>. Close captioning will be provided. Attendees can submit questions in advance by e-mailing them to info@massvtlaw.com or ask questions during the Zoom presentation. All materials for the meeting will be available more than 24 hours before the meeting on the website: www.massvtlaw.com

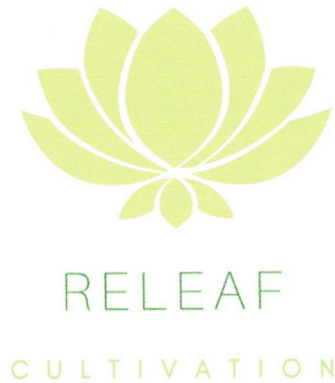
Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Marijuana Cultivation Establishment to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from Releaf Cultivation, LLC's representatives about the proposed facility and operations.

A copy of this notice has been published in a local newspaper at least fourteen (14) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least fourteen (14) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Attachment
C



**NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING
RELEAF CULTIVATION, LLC**

Notice is hereby given that Releaf Cultivation, LLC will hold a Virtual Community Outreach Meeting on December 2, 2020 via Google Meet between 7:00 PM - 8:00 PM to discuss the proposed siting of an Marijuana Cultivation Facility on a parcel of land at Summit Industrial Park, Lot 3A & B, Gardner, Massachusetts in accordance with M.G.L. ch. 94G, the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq*, and the Commission's promulgated orders. Attendees can join the meeting in the following manner: <https://meet.google.com/dda-tbvj-ubs>. Close captioning will be provided. Attendees can submit questions in advance by e-mailing them to info@massvtlaw.com or ask questions during the Zoom presentation. All materials for the meeting will be available more than 24 hours before the meeting on the website: www.massvtlaw.com

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

1. The type(s) of Marijuana Cultivation Establishment to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from Releaf Cultivation, LLC's representatives about the proposed facility and operations.

A copy of this notice has been published in a local newspaper at least fourteen (14) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least fourteen (14) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

From: Mayor Mayor@gardner-ma.gov
Subject: RE: Community Outreach Meeting, Releaf Cultivation
Date: November 16, 2020 at 3:36 PM
To: Rafaella Cardoso r.nmn.cardoso@gmail.com, Trevor Beauregard tbeauregard@gardner-ma.gov



Hi Rafaella,

That is fine with me. You can consider this email the City's official approval.

Best,

Mike

Michael J Nicholson
Mayor, City of Gardner
95 Pleasant Street, Room 125
Gardner, MA 01440
(O) 978-630-1490

From: Rafaella Cardoso <r.nmn.cardoso@gmail.com>
Sent: Friday, November 13, 2020 12:10 PM
To: Mayor <Mayor@gardner-ma.gov>; Trevor Beauregard <tbeauregard@gardner-ma.gov>
Subject: Re: Community Outreach Meeting, Releaf Cultivation

CAUTION: This email originated from a sender outside of the City of Gardner mail system. Do not click on links or open attachments unless you verify the sender and know the content is safe.

Hi Trevor,

Thank you so much!

@Mayor Michael:

Hope you're doing well! All we need from your end is a quick email saying that you're ok with us hosting the meeting virtually.

Please let me know if you need anything from our end!

Thank you,
Rafaella

On Nov 13, 2020, at 11:45 AM, Trevor Beauregard <tbeauregard@gardner-ma.gov> wrote:

Rafaella,
I don't believe the City has a preference how you handle the meeting. I will defer to the Mayor to confirm this since I do not have that authority.

refer to the Mayor to confirm this since I do not have that authority.

Thanks, Trevor

From: Rafaella Cardoso <r.nmn.cardoso@gmail.com>
Sent: Wednesday, November 11, 2020 10:24 AM
To: Trevor Beauregard <tbeauregard@gardner-ma.gov>
Subject: Re: Community Outreach Meeting, Releaf Cultivation

CAUTION: This email originated from a sender outside of the City of Gardner mail system. Do not click on links or open attachments unless you verify the sender and know the content is safe.

Hi Trevor,

Sorry about that- I should have specified why I was asking, that was my mistake! Here's why our lawyer had me ask:

"Also, can you get an e-mail from Trevor confirming that it is ok to hold the Community Outreach meeting via Google Meet? The CCC regs allow it if you get something in writing from the Town saying they are ok with that because of COVID."

If you can confirm, I'll go ahead and get that submitted to The Gardner News/ sent to the abutters to make sure we meet the CCC requirements.

Thanks so much,

Raf

Rafaella Cardoso
M: 5083715923

On Nov 10, 2020, at 1:49 PM, Trevor Beauregard
<tbeauregard@gardner-ma.gov> wrote:

Rafaella,
I believe the public meeting is a requirement of the State, so the City does not have a preference one way or the other. I think you need to confirm this with the CCC.

Trevor Beauregard

Director
DCDP
115 Pleasant Street

Gardner, MA 01440
(978) 630-4014, x2
www.gardner-ma.gov

From: Rafaella Cardoso <r.nmn.cardoso@gmail.com>
Sent: Tuesday, November 10, 2020 1:41 PM
To: Trevor Beauregard <tbeauregard@gardner-ma.gov>
Subject: Community Outreach Meeting, Releaf Cultivation

CAUTION: This email originated from a sender outside of the City of Gardner mail system. Do not click on links or open attachments unless you verify the sender and know the content is safe.

Hi Trevor,

Good afternoon! I am working with Peter Martin to get the Community Outreach Meeting scheduled for Releaf Cultivation, and I have to put an ad in the local Gardner paper for that this week.

My question for you is whether the town of Gardner is ok with us hosting that meeting virtually, given COVID restrictions and all. I also attached a copy of the letter with more information, in case that helps.

Thank you in advance!

Cheers,

Raf

Rafaella Cardoso
Releaf Cultivation, LLC
M: 5083715923

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

Host Community Information, additional notes

- The applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting:

<https://www.massvtlaw.com/post/releaf-cultivation-llc-community-outreach-meeting-information>

- The applicant shall submit to the Commission the number of participants attending the meeting

There were 0 participants attending the meeting.

Plan to Positively Impact The Community

One of Releaf Cultivation, LLC's ("Releaf") goals in starting their business is to benefit the community. Releaf is committed to providing economic opportunity for people from areas of disproportionate impact. Releaf understands that some communities and populations have been disproportionately affected by cannabis prohibition and enforcement. Marijuana prohibition and enforcement has produced profoundly unequal outcomes for these communities with higher arrest and incarceration rates. To help address these inequalities, Releaf is committed to employing, partnering with, and providing programs that will help reverse the negative impacts that marijuana prohibition has had on populations in areas of disproportionate impact.

Economic Target Area

The City of Gardner is an Economic Target Area ("ETA") for the Commonwealth of Massachusetts and the Marijuana Cultivation Establishment will be located in one of Gardner's six Economic Opportunity Areas ("EOA"). These EOAs are eligible for a state tax incentive program to encourage investment in these underserved areas. That is one reason, Releaf Cultivation, LLC ("Releaf") is investing in Gardner to bring much needed economic investment to this area of the Commonwealth.

Jobs

Releaf is committed to hiring local Gardner residents for as many jobs as possible. In Releaf's Host Community Agreement ("HCA"), Releaf has agreed to use good faith efforts to ensure that at least fifty percent (50%) of Releaf's employees are Gardner residents.

Community/Charitable Involvement

Releaf seeks to positively impact the community through charitable involvement and donations. In the HCA, Releaf has committed to donating five thousand dollars (\$5,000.00) annually to a non-profit organization based in Gardner.

Releaf will also be donating \$5,000.00 annually to the Worcester Community Action Council (WCAC), whose mission is helping people move to economic self-sufficiency through programs, partnerships, and advocacy. The WCAC is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code EIN # 04-2382160.

Go Green Initiative

Releaf plans to implement numerous go green initiatives at its facility and always seeks to reduce its footprint on the environment. Some of the steps Releaf will take to effectuate this goal include the use of energy efficient lighting, state of the art watering systems, and potentially solar panels.

Releaf Cultivation Fellowship program

The Releaf Cultivation Fellowship program is part of our Positive Impact Plan and is designed with the objectives of providing skills, training and education in industry and business-applicable areas to facilitate in resume building and employment seeking. This program will focus on making such opportunities accessible to individuals facing systemic barriers and individuals in geographical communities of disproportionate impact to help tailor its efforts for the greatest positive impacts.

It is Releaf Cultivation's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Releaf Cultivation's goals include:

- Reducing barriers to entry in the commercial adult-use cannabis industry;
- Providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers; and
- Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts.

Releaf Cultivation's Fellowship program is designed with the objectives of providing skills, training and education in industry-applicable areas to facilitate in resume building and employment seeking. This program will focus on making such opportunities accessible to Disproportionately Harmed People to help tailor its efforts for the greatest positive impacts.

Disproportionately Harmed People refer to these five populations described below, per CCC Guidance:

1. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Note that some disproportionately impacted geographic locations are cities or towns, and others are neighborhoods identified by census tracts. The designation of these areas will be re-evaluated periodically.
2. Commission-designated Certified Economic Empowerment Priority recipients;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

Success Metric: Each year, at least one (1) eligible fellow will be given an opportunity to gain relevant skills and industry experience in an area(s) of interest as a registered Releaf Cultivation agent.

To be eligible as a fellow, a candidate must be at least 21 years of age and meet the other minimum qualifications set forth in 935 CMR 500.000 for Marijuana Establishment Agents.

Areas of focus will include operations, cultivation, product manufacturing and sales. Each fellowship will last approximately 3 months, and fellows will receive one-on-one training, training materials, and regular evaluations.

At the end of the fellowship, fellows will be eligible for full-time hiring. Releaf Cultivation will also serve as a reference when appropriate.

Releaf Cultivation will count the number of Disproportionately Harmed People that are hired. This number will be assessed to ensure that at least one Disproportionately Harmed Person is hired during the year, in order to reach this goal. We hope to expand this project upon renewal of license.

Releaf Cultivation's Plan to Positively Impact the Community will adhere to the requirements set forth in 935 CMR 500.105(4).

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

The progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).



The Commonwealth of Massachusetts
William Francis Galvin

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: 001433646

1. The exact name of the limited liability company is: RELEAF CULTIVATION L.L.C.

2a. Location of its principal office:

No. and Street: 232 OLD COLONY UNIT 203
 City or Town: BOSTON State: MA Zip: 02127 Country: USA

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

No. and Street: 232 OLD COLONY UNIT 203
 City or Town: BOSTON State: MA Zip: 02127 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:

LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: RAFAELLA CARDOSO
 No. and Street: 232 OLD COLONY AVENUE
UNIT 203
 City or Town: BOSTON State: MA Zip: 02127 Country: USA

I, RAFAELLA CARDOSO 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	RAFAELLA CARDOSO	232 OLD COLONY UNIT 203 BOSTON, MA 02127 USA
MANAGER	PETER DOUBLEDAY MARTIN	232 OLD COLONY UNIT 203 BOSTON, MA 02127 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	RAFAELLA CARDOSO	232 OLD COLONY UNIT 203 BOSTON, MA 02127 USA
SOC SIGNATORY	PETER DOUBLEDAY MARTIN	232 OLD COLONY UNIT 203 BOSTON, MA 02127 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	RAFAELLA CARDOSO	232 OLD COLONY UNIT 203 BOSTON, MA 02127 USA
REAL PROPERTY	PETER DOUBLEDAY MARTIN	232 OLD COLONY UNIT 203 BOSTON, MA 02127 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of April, 2020,
RAFAELLA CARDOSO
(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:

April 10, 2020 12:26 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

September 25, 2020

TO WHOM IT MAY CONCERN:

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

RELEAF CULTIVATION L.L.C.

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

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

I also certify that the names of all managers listed in the most recent filing are:
RAFAELLA CARDOSO, PETER DOUBLEDAY MARTIN

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **RAFAELLA CARDOSO, PETER DOUBLEDAY MARTIN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RAFAELLA CARDOSO, PETER DOUBLEDAY MARTIN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

RELEAF CULTIVATION, LLC OPERATING AGREEMENT

This Limited Liability Company Agreement of RELEAF CULTIVATION, LLC (the “**Company**”), dated as of August 11th, 2020, is entered into by and among the Persons identified as Members on Schedule A hereto, and each Person who becomes a substitute Member in accordance herewith.

WHEREAS, the Company was formed as a limited liability company under the Massachusetts Act upon the filing of a Certificate of Formation with the Secretary of State of the State of Massachusetts on April 20, 2020 (the “**Formation Date**”);

WHEREAS, the Company was formed to engage in all aspects of the marijuana and cannabis business including but not limited to cultivation, retail, delivery, product manufacture, and testing;

WHEREAS, it is intended that the Company be treated as a partnership for federal and state income tax purposes;

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties with respect to the Company;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed, as follows:

1. Defined Terms

As used herein, the following terms shall have the following meanings:

Affiliate: of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, by contract or otherwise.

Agreement: “Agreement” and “LLC Agreement” mean this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

Applicable Member Tax Rate: means the lesser of (a) 39.6 percent and (b) the maximum federal individual income tax rate as may apply to the year being considered.

Assignee: means any Person who acquires a Membership Interest, or any part thereof, in accordance with Section 7.1 and Section 7.3 of this Agreement, and any Person who, notwithstanding the provisions of Section 7.1 of this Agreement,

acquires a Membership Interest from any Member by involuntary transfer of such Membership Interest. An Assignee may not become a Substitute Member unless all of the conditions of Section 7.2 and Section 7.3 of this Agreement are met.

Capital Contribution: means, as to each Member, the amount of cash and the agreed value of property other than cash contributed to the Company by such Member. The Capital Contribution of a Substitute Member shall include the Capital Contribution of the assignor (or a pro rata portion thereof in the case of assignment of less than the entire Membership Interest of the assignor).

Certificate of Formation: means the Certificate of Formation creating the Company, as it may be amended, supplemented or restated from time to time, in accordance with the Massachusetts Act.

Massachusetts Act: means the Massachusetts Limited Liability Company Act, MGL 156C, Section 1-72, et seq., as amended from time to time and any successor thereto.

Exculpating Party: the meaning set forth in Section 10.2(a) of this Agreement.

Formation Date: the meaning set forth in the Recitals hereto.

Indemnified Person: the meaning set forth in Section 10.2(a) of this Agreement.

LLC Agreement: “Agreement” and “LLC Agreement” mean this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

Managing Member: means Rafaella Cardoso or other such substitute Member as provided for herein.

Member: means each of the Members identified on Schedule A. “Members” shall include Substitute Members admitted to the Company after the date of this Agreement.

Member Approval: means the written approval of Members representing a majority of the Participation Percentages in the Company held by Members.

Membership Interest: means a Member’s share of the Adjusted Taxable Profit and Adjusted Taxable Loss of the Company and a Member’s right to receive distributions of the Company’s assets, such meaning being the same as the meaning given for “limited liability company interest” in the Massachusetts Act.

Membership Unit: the meaning set forth in Section 4.1(a).

Participation Percentage: the meaning set forth in Section 4.1(b).

Person: means a corporation, association, joint venture, partnership, limited

liability company, government or political subdivision thereof, government agency, trust or other entity or an individual.

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

Schedule A: means an electronic list established and maintained by the Members in the form attached to this Agreement as Schedule A to this Agreement indicating of the name and address of each Member, each such Member's Capital Contributions and each such Member's Membership Units, updated, revised and maintained by the Members in accordance with the terms of this Agreement. Such electronic list shall be incorporated by reference and made a part of this Agreement as if fully set forth on Schedule A hereto.

Substitute Member: means an Assignee of all or any portion of the Membership Interest of a Member, which Assignee is admitted as a Member of the Company pursuant to Section 7.2 and Section 7.3 of this Agreement. A Disqualified Person may not become a Substitute Member.

2. General Provisions

2.1 Formation of the Company.

(a) The Company was formed as a limited liability company under and pursuant to the provisions of the Massachusetts Act on the Formation Date. The Members hereby agree that the rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to the Massachusetts Act and this LLC Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this LLC Agreement than they would be in the absence of such provision, this LLC Agreement shall, to the fullest extent permitted by the Massachusetts Act, control.

(b) The name, mailing address and email address of each Member shall be as listed on Schedule A. The Members may amend Schedule A from time to time as necessary to accurately reflect the information therein. Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Unless expressly stated otherwise, any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as in effect from time to time.

2.2 Company Name.

(a) The name of the Company is Releaf Cultivation, LLC. The Members may change the name of the Company at any time and from time to time. All business of the Company shall be conducted under the Company name. The Members shall promptly execute, file and record such certificates as are required by any applicable limited liability

company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 9 or otherwise, except as otherwise provided herein or by applicable law no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

2.3 Place of Business; Agent for Service of Process.

(a) The principal place of business of the Company shall be at 232 Old Colony, Unit 203 Boston, MA 02127 or such other place or places as Members may from time to time determine.

(b) The Company's registered agent in Massachusetts shall be Rafaela Cardoso. At any time, the Members may designate another registered agent or registered office.

2.4 Purposes and Powers of the Company.

(a) The purposes of the Company are to engage in all aspects of the marijuana and cannabis business including but not limited to cultivation, retail, delivery, product manufacture, and testing and to engage in any lawful business, purpose or activity for which limited liability companies may be organized under the Massachusetts Act.

(b) The Company shall have the power and authority to take any and all actions necessary or convenient to, or for the furtherance of, the purposes set forth in Section 2.4(a), including, but not limited to, the power:

- (i) to carry on its operations and have and exercise the powers granted to a limited liability company by the Massachusetts Act;
- (ii) subject to Section 3.2, to hire and fire employees, consultants and other Persons;
- (iii) to acquire (by purchase, lease, contribution of property or otherwise), own, hold, license, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary or convenient to the accomplishment of the purposes of the Company;

- (iv) to negotiate, enter into, perform, amend, extend, waive, terminate or take any other action with respect to contracts of any kind, including, without limitation, contracts with any Member, any Affiliate, or any agent of the Company in connection with, or necessary or convenient to, the accomplishment of the purposes of the Company, and any lease, contract or security agreement in respect of any assets of the Company;
 - (v) to lend money for its proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;
 - (vi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;
 - (vii) to sue and be sued, complain and defend, and participate in administrative or other proceedings in its name, and to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company, and to hold proceeds against the payment of contingent liabilities;
 - (viii) subject to Section 3.2, to appoint employees and agents of the Company (who may be designated as officers of the Company), and to define their duties and fix their compensation;
 - (ix) to indemnify any Person to the extent permitted by the Massachusetts Act;
 - (x) to make, execute, acknowledge and file any and all documents and instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company; and
 - (xi) to cease its activities and cancel the Certificate of Formation.
- (c) The Company may sell all or substantially all of its assets, or merge with or consolidate into another limited liability company or other business entity organized under the laws of any jurisdiction, with the consent of the Members.
- (d) Notwithstanding anything to the contrary herein, the Company shall not engage primarily in the business of investing, reinvesting, or trading in securities.

2.5 Term.

The term of the Company commenced upon the filing of the Certificate of Formation in accordance with the Massachusetts Act and shall continue in existence until the Company shall be terminated and dissolved in accordance with the provisions of Section 8.1.

2.6 Fiscal Year.

The fiscal year of the Company shall be the period ending on December 31 of each year, or such other fiscal year as the Members may designate in accordance with applicable state and federal regulations.

2.7 Liability of Members.

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

(b) Except as otherwise provided in the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being or acting as a Member. Without limiting the foregoing, the failure of the Company to observe any formalities or requirements relating to exercise of the Company powers or management of its business or affairs under this Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

2.8 No State-Law Partnership.

The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this LLC Agreement, for any purposes other than as set forth in the last sentence of this Section 2.8, and neither this LLC Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for U.S. federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

3. Management of the Company

3.1 Management Generally.

(a) Except as otherwise expressly provided herein, the management and operation of the Company and its business and affairs shall be, and hereby are, vested in the Managing Member. The Managing Member shall have power and authority, in the name and on behalf of the Company, to manage, control, administer and operate the business and affairs of the Company, to make decisions affecting such business and affairs, and to

do all things which, in his discretion, he may deem necessary, advisable or appropriate to carry out and implement all of the purposes and powers of the Company and the provisions of this Agreement.

(b) The Managing Member shall not have any personal liability for the repayment of a Members' Capital Contribution. To the greatest extent permitted by applicable law, the Managing Member shall not be liable to any other Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and the Members, or any changes thereto.

(c) The Managing Member shall make, file and record with the appropriate public authorities the Certificate of Formation, any amendments thereto and such other instruments and documents as may be required or appropriate in connection with the business and affairs of the Company or to preserve the limited liability of the Members in any jurisdiction in which the Company may transact business.

(d) The Members (including the Managing Member) shall devote to the Company only such time and effort as is reasonably necessary to diligently manage its business and affairs. The Members: (i) acknowledge that the Members are or may be involved in other professional activities, and serving as officers, directors, advisors and agents of other companies; (ii) acknowledge that through such ventures and activities the Members may engage in business transactions with some of the same third parties with which the Company is likely to engage in business transactions and (iii) agree that, except as otherwise specifically set forth in this Agreement, the Members may engage for their own accounts and for the accounts of others in any such ventures and activities (without regard to whether the interests of such ventures and activities conflict with those of the Company) provided that the Members shall continue to perform their duties for the Company in good faith. Neither the Company nor any Member shall have any right by virtue of this Agreement or the existence of the Company in and to such ventures or activities or to the income or profits derived from such other activities.

3.2 Actions Requiring Member Approval.

(a) Notwithstanding any other provisions of this Agreement to the contrary, the taking of the following actions shall require Member Approval:

(i) Cause the Company to engage in any business or activity that is not within the purpose of the Company, as set forth in Section 2.4, or to change such purpose;

(ii) Cause the Company to be treated other than as a partnership for United States federal income tax purposes;

(iii) Make any tax election, or cause the Company to make any tax election, other than as provided herein;

(iv) Admit any additional Member to the Company except as permitted under Section 4 hereof;

(v) Cause the Company to permit (A) possession of property of the Company by any Member, (B) the assignment, transfer or pledge of rights of the Company in specific property of the Company for other than a Company purpose or other than for the benefit of the Company or (C) any commingling of the funds of the Company with the funds of any other Person;

(vi) Cause or cause or permit the Company to cause the redemption of any Membership Interests.

(vii) Borrow or cause the Company to borrow any money in the name or on behalf of the Company in excess of \$5,000 in the aggregate, or execute and issue promissory notes and other negotiable or nonnegotiable instruments and evidences of indebtedness in excess of \$5,000 in the aggregate;

(viii) Mortgage, pledge, assign in trust or otherwise encumber, or cause the Company to mortgage, pledge, assign in trust or otherwise encumber, any Company property, or assign, or cause the Company to assign any monies owing or to be owing to the Company, except to secure the payment of any borrowing permitted hereunder and except for customary liens contained in or arising under any operating agreements, construction contracts and similar agreements executed by or binding on the Company with respect to amounts not yet due or not yet delinquent (or, if delinquent, that are being contested by the Members or the Company in good faith) and except for statutory liens for amounts not yet due or not yet delinquent (or, if delinquent, that are being contested by the Members or the Company in good faith);

(ix) Guarantee, or cause the Company to guarantee, in the name of or on behalf of the Company, the payment of money or the performance of any contract or other obligation of any Person in excess of \$5,000 in the aggregate;

(x) Cause the Company to sell, lease, transfer, assign or distribute any asset or related group of assets with a fair market value in excess of \$500 in one or a series of related transactions;

(xi) Merge or consolidate, or cause the Company to merge or consolidate, the Company with any Member or other Person or entity, convert, or cause the Company to convert, the Company to a general partnership or other entity, or agree to an exchange of interests with any other Person, or acquire all or substantially all of the assets or stock of any other Person;

- (xii) Compromise or settle, or cause the Company to compromise or settle, any lawsuit, administrative matter or other dispute where the amount the Company may recover or might be obligated to pay, as applicable, is in excess of \$500 in the aggregate, or which includes consent to the award of an injunction, specific performance or other equitable relief;
- (xiii) Loan any funds of the Company to any Person;
- (xiv) Cause the Company to hire any employees, enter into or adopt any bonus, profit sharing, thrift, compensation, option, pension, retirement, savings, welfare, deferred compensation, employment, termination, severance or other employee benefit plan, agreement, trust, fund, policy or arrangement for the benefit or welfare of any directors, officers or employees of the Company;
- (xv) Cause the Company to change its methods of accounting as in effect on the Effective Date;
- (xvi) Cause the Company to commingle the assets of the Company with the assets of any entity other than the Company;
- (xvii) Cause the Company to take or omit to take any action that would result in a material breach or an event of default, or that would permit or result in the acceleration of any obligation or termination of any right, under any contract or agreement;
- (xviii) Cause the Company to consent to or approve any capital expenditures in excess of \$500, except as permitted by the annual operating budget for the Company and in the ordinary course of the Company's business; or

3.3 Reliance by Third Parties.

Notwithstanding any other provision of this Agreement, any contract, instrument, or act of the Members on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that the Members have the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

3.4 Company Management Fee.

The Company will not pay the Managing Member any management fee or other consideration for his services to the Company.

3.5 Reporting.

- (a) The Managing Member shall cause the reports, financial statements, and tax information to be delivered to each Member as described in Section 3.7(b) below.

Financial information contained in such reports will be prepared on a cash basis of accounting or on such other method of accounting as the Members may from time to time determine. The Company's fiscal year for tax purposes will be the year ending December 31, unless otherwise required by law, and for financial reporting purposes will be the year ending December 31.

(b) The Managing Member shall cause to be prepared and distributed, at the expense of the Company, to the Members during each year the following reports:

- i. Within 90 days after the end of each fiscal year, all information concerning the Company that is necessary for the preparation of the Members' federal and state income tax returns for such year. Within 150 days after the end of each fiscal year, an annual report containing:
 - a. a balance sheet, as of the end of its fiscal year and statements of operations and Members' equity (deficit) for the year then ended;
 - b. a statement of cash flows for such fiscal year, and
 - c. a report of the activities of the Company during the period covered by the report.

(c) The cost, if any, of all such reporting shall be paid by the Company as a Company expense. The Members do not expect to cause the Company to engage an independent public accounting firm or other independent third party expert to review and/or audit the Company's financial statements.

4. Membership Units; Capital Contributions; Additional Members

4.1 Membership Units; Participation Percentages.

(a) The total number of Membership units of the Company (each, a "**Membership Unit**") which the Company has authority to issue shall be determined by the Members from time to time. The Membership Units shall not be certificated, provided that the Members may cause the Company to issue certificates representing Membership Units from time to time. The ownership by a Member of Membership Units shall entitle such Member to allocations of profits and losses and other items and distributions of cash and other property as set forth in Sections 5 and 6 hereof. The Company shall maintain in its books and records information regarding the ownership, at any time, of Membership Units and such information related thereto as the Members shall determine. Membership Units have been issued to the Members as of the date of this Agreement, as set forth in Schedule A and absent manifest error, the ownership interest recorded on such books and records shall be conclusive record of the Membership Units that have been issued and are outstanding.

(b) Each Member's Participation Percentage (the "***Participation Percentage***") shall be determined by the proportion of Membership Units owned by such Member in relation to the total number of Membership Units owned by all Members. Each Member's Participation Percentage is set forth in Schedule A.

4.2 Amount and Payment of Capital Contributions; Reduction or Dilution.

(a) As of the date hereof, each Member has made Capital Contributions as set forth on Schedule A (dated as of the date hereof).

(b) The Members may amend Schedule A to this Agreement to reflect changes to the information contained therein.

(c) Each Member by its execution of this Agreement hereby agrees and acknowledges that its Membership Interest and Participation Percentage is subject to reduction or dilution as provided herein.

4.3 No Additional Capital Contributions; No Withdrawal of or Interest on Capital.

Except as otherwise provided in this Article 4, no Member shall be obligated to contribute any additional capital to the Company. No interest shall accrue on any Capital Contributions, and no Member shall have the right to withdraw or to be repaid any Capital Contribution or to receive any other payment in respect of its interest in the Company.

4.4 Third Party Loans.

In the event that the Company requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, or to make any expenditure authorized by this Agreement, the Company may borrow funds from one or more third party lenders on such terms and conditions as may be acceptable to the Members, subject to the approval requirements of Section 3.2.

4.5 Working Capital Loans.

In the event the Company requires additional funds to carry out its purposes, to conduct its business, to meet its obligations, or to make any expenditure authorized by this Agreement, the Members may, but shall not be obligated to, loan up to \$10,000 to the Company on terms and conditions as may be acceptable to the Members, subject to the approval requirements of Section 3.2. Loans by the Members to the Company shall not be considered Capital Contributions. The amount of any such loans shall be a debt of the Company to the Members and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made. Any such line of credit shall be repaid out of the first funds available therefor and in any event prior to any distribution to any Member pursuant to this Agreement.

5. Taxable Profit and Losses; Allocations

5.1 Allocations.

The taxable profits and taxable losses of the Company shall be allocated to the Members in accordance each Members' Participation Percentage.

6. Distributions

6.1 In General.

Except as otherwise provided in this Agreement, the amount, timing and form (whether in cash or in other property) of all distributions made by the Company shall be determined by the Members.

6.2 Withholding; Tax Documentation.

The Company may withhold from distribution to any Member any amount that the Members determine that the Company is required to withhold and pay over to a taxing authority or any other applicable national, state or local law. All amounts withheld with regard to any distribution shall be treated as amounts distributed to such Member. If no distribution is being made to a Member in an amount sufficient to pay the Company's withholding obligation with respect to that Member, any amount which the Company is obligated to pay shall be deemed an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distribution or within ten (10) days after receiving written request for payment from the Company. Each Member agrees to timely complete and deliver any form, document or provide such other information reasonably requested by the Company for tax purposes.

6.3 Distribution of Assets in Kind.

A Member shall have no right to require the Company to distribute any of its assets in kind. If any assets of the Company are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined in good faith by the Members. Any Member entitled to any interest in such assets of the Company shall, unless otherwise determined by the Members, receive separate assets of the Company and not an interest as a tenant in common with other Members so entitled in any asset being distributed.

7. Assignability of Membership Units

7.1 Assignability of Interests.

A Member may not sell, assign, transfer, pledge or otherwise encumber, or otherwise

dispose of, his, her or its Membership Interest, whether voluntarily or by operation of law, without the prior written consent of the other Members.

Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Profit and Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 7 of this Agreement. For the purpose of making computations based on distributions, any distribution to an Assignee who, at the time of the computation, (i) has not been admitted as a Substitute Member shall be deemed to have been made to the assigning Member, and (ii) has been admitted as a Substitute Member shall be deemed to have been made to the Assignee.

7.2 Substitute Members; Disqualified Person; Membership Interest Forfeiture.

An Assignee may not be admitted as a Substitute Member unless and until such Substitute Member has received the approval of the Members. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon the Assignee's execution of a counterpart of this Agreement or a separate signature page hereof. This Agreement shall thereupon be deemed amended by the admission of such Substitute Member, and the Members shall take such other actions as deemed necessary to confirm or legalize such Substitute Member, including, without limitation, the amendment of Schedule A hereto. The admission of any Person as a Substitute Member shall not be cause for dissolution of the Company.

7.3 Additional Requirements.

As additional conditions to the validity of any assignment of a Membership Interest and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

- (a) shall not violate the registration provisions of the Securities Act of 1933, as amended, or the securities laws of any applicable jurisdiction;
- (b) shall not require the Company to register as an investment company under the Investment Company Act of 1940, as amended; and
- (c) shall not result in a termination of the Company's status as a partnership for tax purposes and shall not cause the Company to be treated as a publicly traded partnership under the Code, unless either such result (as applicable) is approved in writing by the Members.
- (d) The Members may require reasonable evidence as to satisfaction of

such conditions, including, without limitation, a favorable opinion, in form and substance satisfactory to such Member, of legal counsel reasonably satisfactory to such Member.

(e) Any purported assignment or admission as to which the conditions set forth in clauses (a) and (b) are not satisfied shall be void ab initio.

8. [Duration of the Company](#)

8.1 Duration.

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

- (a) The written consent of the Members to such dissolution.
- (b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.
- (c) The entry of a decree of judicial dissolution under the Massachusetts Act.

9. [Liquidations of the Company](#)

9.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Managing Member. The Managing Member shall liquidate the Company as promptly as shall be practicable after dissolution. The Managing Member may, in his discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Managing Member may sell shall be sold at such prices and on such terms as the Managing Member may, in his good faith judgment, deem appropriate.

9.2 Final Allocations and Distributions.

Upon dissolution of the Company, the Company's liabilities to its creditors shall be paid, or provision for such payment as determined by the Managing Member shall be made, prior to any distributions to the Members. After paying such liabilities and providing for such reserves and after giving effect to all contributions, distributions and allocations for all periods, the Managing Member shall cause the remaining net assets of the Company (and the remainder, if any, of the reserves established in accordance the foregoing) to be distributed to and among the Members according to their Participation Percentage.

10. Duties; Indemnification

10.1 Liability of Indemnified Persons.

(a) Except as otherwise provided by non-waivable provisions of the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its power or management of its business and affairs under this LLC Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on the Members for debts, obligations and liabilities of the Company.

(b) To the fullest extent permitted by law, no Member (each, an “**Indemnified Person**”) shall be liable, responsible or accountable, whether directly or indirectly, in contract, tort or otherwise, to the Company or any Member (each, an “**Exculpating Party**”) for any claims, liabilities, costs or expenses to which such Indemnified Person, acting in such capacity, may directly or indirectly become subject to in connection with or relating to the Company, unless it shall have been determined by a court of competent jurisdiction in an action, suit or proceeding to which such Indemnified Person is a party, which determination has become final and is not subject to further appeal, rehearing or reconsideration, that the action or omission giving rise to such claims, liabilities, costs or expenses, constituted a material breach of this Agreement or was primarily attributable to such Indemnified Person’s bad faith, fraud or willful violation of law.

(c) To the greatest extent permitted by applicable law, no Indemnified Person shall be liable to any Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(d) An Indemnified Person may consult with legal counsel, accountants and other professionals selected or approved by them with reasonable care and shall be fully protected, and shall incur no liability to any Exculpating Party, to the extent that such Indemnified Person acted or refrained from acting in good faith in reliance upon the opinion or advice of such counsel, accountant or other professional.

(e) If, Section 10.1 notwithstanding, any Indemnified Person is determined by a court of competent jurisdiction to owe fiduciary duties to any Exculpating Party, such Indemnified Person shall not be liable to such Exculpating Party for such Indemnified Person’s good faith reliance on the provisions of this Agreement.

(f) The Members hereby agree that this Section 10.1 and the other provisions of this

Agreement, to the extent that they restrict or eliminate liabilities of the Indemnified Persons otherwise existing at law or in equity, modify such liabilities to such extent.

10.2 Indemnification of Indemnified Persons.

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless (but only to the extent of and out of assets of the Company) each Indemnified Person from and against all liabilities and expenses (including judgments, fines, penalties, amounts paid in settlement, attorneys' fees and costs of investigation) incurred in connection with the defense or disposition of any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such Indemnified Person is involved, as a party or otherwise, or with which such Indemnified Person may be threatened, either during such Indemnified Person's incumbency or thereafter, by reason of being a Member of the Company.

(b) Expenses (including attorneys' fees and costs of investigation) incurred by an Indemnified Person in defending any such claim, action, suit or proceeding shall be paid by the Company in advance of the final disposition thereof upon receipt of a written undertaking by such Indemnified Person to repay any amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified as provided by this Section 10.2. Advance payment of such expenses may be made subject to such terms and conditions, if any, as determined by the Members.

(c) Notwithstanding the other provisions of this Section 10.2 to the contrary, indemnification shall not be paid (or, if previously advanced, shall be repaid by the applicable Indemnified Person) with respect to any matter as to which an Indemnified Person shall have been determined by a court of competent jurisdiction in any action, suit or proceeding to which such Indemnified Person is a party, which determination has become final and is not subject to further appeal, rehearing or reconsideration, that the action or omission giving rise to such indemnification request constituted a material breach of this Agreement or was primarily attributable to such Indemnified Person's bad faith, fraud or willful violation of law.

(d) The indemnification rights set forth in this Section 10.2 are in addition to, and shall not exclude, limit or otherwise adversely affect, any other indemnification or similar rights to which any Indemnified Person may be entitled. The indemnification rights provided by this Section 10.2 shall inure to the benefit of the heirs, executors and administrators, successors, and assigns of each Indemnified Person; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

10.3 Interested Transactions.

Without limiting any other provisions set forth herein, the Company and the Members expressly acknowledge and agree that the Members are permitted to, and may presently

or in the future directly or indirectly conduct any business, investment or activities whatsoever (including complementary to the business of the Company) through entities other than the Company.

11. Miscellaneous Provisions

11.1 Books and Accounts.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company electronically at its principal place of business. Such books and accounts shall be kept in accordance with such method of accounting as shall be determined by the Members, and shall include separate accounts for each Member.

(b) Within a reasonable period of time after the end of each fiscal year of the Company, the Company shall provide to each Member a Form K-1 for such Member with respect to such fiscal year.

(c) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, agrees not to provide to any other Person copies of any financial statements, tax returns, or other records provided or made available to such Member, and agrees not to disclose to any other Person any information contained therein without the written approval of the Members; provided, that any Member may make disclosures and may provide financial statements, tax returns, and other records: (i) to such Member's accountants and legal counsel as long as such Member instructs such accountants and legal counsel to maintain the confidentiality thereof and not to disclose to any other Person any information contained therein, (ii) if, and to the extent, required by law, including judicial or administrative order (provided, that, to the extent feasible, the Company is given prior notice to enable it to seek a protective order or similar relief), and (iii) in order to enforce rights under this Agreement.

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

11.2 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered by electronic transmission, addressed as follows: if intended for the Company, to the Company's email address set forth on Schedule A or at such other email address of as

the Company may designate by written notice to the Members, and if intended for any Member, to the email address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice in accordance with this Agreement. Notices shall be deemed to have been given on the date on which it is received.

11.3 Amendments; Waivers.

(a) This Agreement may be amended and the provisions of this Agreement may be waived at any time and from time to time with the written consent of the Members; provided that, except as otherwise set forth herein, no such amendment or waiver shall require additional Capital Contributions from any non-consenting Member. No failure or delay by the Members in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

(b) Notwithstanding the other provisions of this Agreement, (i) the Members shall cause to be amended Schedule A at any time and from time to time, to accurately reflect any changes to the information contained therein effected in accordance with the terms of this Agreement; and (ii) the Members may amend any provision of this Agreement to correct any printing, stenographic or clerical errors or omissions.

11.4 Determination of Disputes.

Any dispute or controversy among the Members arising in connection with (i) this Agreement or any amendment hereof, (ii) the breach or alleged breach hereof, (iii) the actions of any of the Members, or (iv) the formation, operation, or termination of the Company, shall be determined and settled by arbitration in Boston, Massachusetts, by a panel of three members who shall be selected, and such arbitration shall be conducted, in accordance with the commercial arbitration rules of the American Arbitration Association. Any award rendered therein shall be final and binding upon the Members and their legal representatives, as the case may be, and judgment upon any such award may be entered in any court having jurisdiction thereof. The party or parties against which an award is made shall bear its or their own expenses and those of the prevailing party or parties, including fees and disbursements of attorneys, accountants, and financial experts, and shall bear all arbitration fees and expenses of the arbitrators.

11.5 Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without regard to principles of conflicts of law.

11.6 Construction.

- (a) The captions used herein are intended for convenience of reference only, and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.
- (b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. The masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.
- (c) The words "hereof", "herein", and "hereunder", and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The word "including", and words of similar import, when used in this Agreement shall mean "including, but not limited to".
- (e) All references herein to Articles, Sections, or Exhibits shall be deemed to refer to Articles and Sections of and Exhibits to this Agreement, unless specified to the contrary.

11.7 Counterparts; Electronic Signature.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic transmission and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The electronic text of this Agreement constitutes a writing and the execution of this Agreement by each Member by electronic signature constitutes a "signing" for all purposes. Each Member agrees that it shall not challenge and/or otherwise refute the legal effect, admissibility, validity and/or enforceability of that agreement and/or the execution thereof because the agreement (including without limitation, any modification, amendment and/or supplement) (a) used electronic signature and/or electronic record in its formation, or (b) solely is retained, and/or was communicated, in electronic form.

11.8 Binding Effect.

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

11.9 Severability.

If any one or more of the provisions contained in this Agreement, or any application

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

11.10 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of Page Intentionally Left Blank]

OPERATING AGREEMENT MEMBER SIGNATURE PAGE

The undersigned hereby executes the Operating Agreement of Releaf Cultivation, LLC, hereby agrees to all of the provisions of the LLC Agreement and hereby authorizes this signature page to be attached, together with signature pages of other parties, as a counterpart to the LLC Agreement.

IN WITNESS WHEREOF, the undersigned has executed the LLC Agreement under seal as of the date first set forth in such LLC Agreement.

Name of Member: Rafaella Cardoso

Signature of Member
or Authorized
Representative:

DocuSigned by:
Rafaella Cardoso
8D7C70AD47054EF...

Name of Authorized
Representative,
if applicable:

Rafaella Cardoso

Title of Authorized
Representative,
if applicable:

Director

Name of Member: Peter Doubleday Martin

Signature of Member
or Authorized
Representative:

DocuSigned by:
Peter Martin
CE37B2F70BB446C...

Name of Authorized
Representative,
if applicable:

Peter Martin

Title of Authorized
Representative,
if applicable:

Director

Schedule A**Releaf Cultivation, LLC Members**

As of August 10, 2020

Member Name, Mailing Address, and e-Mail Address	Capital Contributions	Membership Units
<i>Members</i>		
Rafaella Cardoso	\$110	110
Peter Doubleday Martin	\$90	90
Total	\$200.00	200



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

mass.gov/dor

Letter ID: L0189587776
Notice Date: November 16, 2020
Case ID: 0-000-730-699



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RELEAF CULTIVATION LLC
232 OLD COLONY AVE UNIT 203
BOSTON MA 02127-2403

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, RELEAF CULTIVATION LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Releaf Cultivation, LLC Business Plan

Executive Summary:

Releaf Cultivation, LLC's ("Releaf") focus is to grow the highest quality cannabis in a highly-controlled indoor environment. Expert growers will start with the best genetics and well-trained staff will dry and hand-trim the flower for the high-end cannabis market. With an efficiently-run operation, Releaf plans to have four to five harvests a year. The goal is to create a craft cannabis brand similar to successful craft breweries in the Commonwealth of Massachusetts.

Industry Overview:

There is a shortage of high-quality dried flower in the Commonwealth leaving several opportunities for expert growers to fill the void. So many applicants have focused on the retail market that they have lost sight of the need for superior products and have been unable to find an adequate supply of dried flower. Releaf intends to fill that void.

Market Analysis and Competition:

There is limited competition at the moment as there is a shortage of first-class growers in the Commonwealth. Releaf intends to move quickly with the expectation that they will be harvesting this spring in order to hit the market with their product before new competition emerges.

Sales and Marketing:

Releaf has deep connections in the retail cannabis world who are interested in purchasing its dried flower on the wholesale market.

Ownership and Management Plan:

Releaf, LLC is a domestic for-profit corporation registered with the Commonwealth and engaged in the cultivation and wholesale sale of cannabis bud and trim to licensed retailers. Releaf, LLC is owned by Rafaella Cardoso (55%) and Peter Martin (45%).

Management Team:

Rafaella Cardoso – CEO, Peter Martin COO/CFO

External Partners:

Legal Counsel - David Sterrett, Esq.

Operating Plan:

Releaf plans to purchase Lots 3A and 3B in the Summit Industrial Park in Gardner and build its own indoor secured cannabis canopy and secured processing and storage space.

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

Plan for Obtaining Liability Insurance

Releaf plans to obtain the insurance from Charles River Insurance. Charles River Insurance provides comprehensive, client-tailored insurance and risk solutions to the cannabis industry.

The policy to be obtained will include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually.

The deductible for each policy will not be higher than \$5,000 per occurrence.

Crop Insurance for Cannabis Growers

Crop Insurance is purchased by agricultural producers and others to protect themselves against covered losses such as fire and lightning. This customized cannabis coverage is prepared to ensure that any grower or manufacturer can rest easy knowing that their plants are covered when the improbable occurs.

Cargo Insurance for Cannabis Transportation

Cargo Insurance provides coverage on the freight or commodity hauled by a for-hire transporter. It also covers your liability for cargo that is lost or damaged due to covered losses. In the cannabis space, this coverage is essential to any operation that frequently transports products to various locations.

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

PLAN TO MAINTAIN FINANCIAL RECORDS

Releaf is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Releaf employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

Releaf financial records will be kept and maintained according to generally accepted accounting principles. The Managers are responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Releaf will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Releaf financial/business records will be available for inspection to the Commission upon request.

Releaf will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

- Assets and liabilities;

- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Releaf will incorporate the following into our business operations;

- Releaf will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
- Releaf will use up to date financial software programs for all financial transactions.
- Releaf does not plan to make cash transactions with other Marijuana Establishments. All transactions are intended to be done through traditional banking transactions including checks, wire transfers or credit cards.
- On an annual basis Releaf will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Releaf finances (books).
- Releaf will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

Releaf electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Releaf books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be

maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Releaf will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

QUALIFICATIONS AND TRAINING

The minimum requirements to become a Releaf Marijuana Establishment Agent (“Releaf Agent”) are outlined below. All Releaf board members, directors, employees, executives, managers or volunteers will apply to the Commission as a Releaf Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Releaf Agents must;

- Be 21 years of age or older;
- 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
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Releaf will develop a job description for all positions with the company. While all Releaf Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

Mandatory Training of Releaf Agents

Pursuant to 935 CMR 500.105(2)(a) Releaf will ensure all Releaf Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

- Our initial training begins during employee orientation where all new

employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;

- Code of Conduct;
- Marijuana Regulations;
- Security and Safety;
- Emergency Procedures/Disaster Plan;
- Diversion of Marijuana;
- Terminatable Offences;
- Confidential Information;
- Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - Alcohol, smoke and drug-free workplace;
 - Equal Employment Policy;
 - Anti-Harassment and Sexual Harassment Policy;
 - Americans with Disability Act;
 - Employee Assistance Policy; and
 - Diversity Plan
- After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training (“OJT”).
- All Releaf Agents will receive a minimum of 8 hours of training annually.
- Releaf will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Releaf for at least one year after agents’ termination.
- When implemented and available, Releaf will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a “responsible vendor”
 - After the responsible vendor designation is applied each Releaf owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

- Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Releaf will allow and maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Releaf will Maintain the following Personnel Records:

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

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Releaf Management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Releaf Management

agents who require access. These records will be made available for inspection by the Commission upon request.

Releaf Agents

All Releaf board members, directors, employees, executives, managers or volunteers will register with the Commission as a Releaf Marijuana Establishment Agent (“Releaf Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Releaf Agents shall;

- Be 21 years of age or older;
- 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
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Releaf will submit to the Commission an application for every Releaf Agent, this application will include;

- The full name, date of birth, and address of the individual;
- All aliases used previously or currently in use by the individual, including maiden name, if any;
- A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of marijuana products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Background information, including, as applicable:
 - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign

jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- Any other information required by the Commission.

The Releaf COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: CORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Releaf seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Releaf will notify the Commission no more than one business day after a Releaf agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Releaf will renew each Releaf Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a Releaf Agent registration card, Releaf will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All Releaf Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Releaf will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

Application Process- During the application process Releaf will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

- The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
- Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - The individual's full legal name and any aliases;
 - The individual's address;
 - The individual's date of birth;
 - A photocopy of the individual's driver's license or other government-issued identification card;
 - A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- Relevant Background Check Information. Applicants for licensure will also be required to supply information detailing involvement in any criminal or civil or administrative matters:
 - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign

jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;

- A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
- A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
- A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- Any other information required by the Commission.

Releaf will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

Background Checks not included in the Application Process- For all Marijuana Establishment Agent Registrations not included in the application process Wiseacre Farm will submit Marijuana Establishment Agent applications for all required individuals. Releaf will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

Equal Employment Policy

It is the policy of Releaf to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, 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.

Releaf 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 and to accommodate others in line with this policy to the fullest extent required by law. For example, Releaf will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Releaf 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 Releaf in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Releaf provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Releaf may require medical certification of both the disability and the need for accommodation. Keep in mind that Releaf can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Releaf will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Releaf seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Releaf's employees to perform their expected job duties is not tolerated.

It is illegal and against Releaf's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Releaf will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Releaf will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to progressive discipline, up to and including discharge, for any act of sexual harassment they commit.

Releaf will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

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

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

Releaf strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Releaf judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Releaf will provide reasonable accommodations to

any persons with disabilities who require them, who advise Releaf of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

Releaf 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 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 Releaf's premises or while using Releaf vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. 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. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes 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.

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

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.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Releaf will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Dismissal of Releaf Agents for Certain Violations

If a Releaf Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

- Engaged in unsafe practices with regard to operation of the Marijuana Establishment; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority

The President will immediately be notified of any of these instances. The President will make a detailed report of the event the notify the Commission within 24 hours. In the case of a Releaf Agent who has diverted marijuana, the President will also notify local law enforcement within 24 hours of the occurrence.

Employee Handbook

Releaf will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Releaf, LLC. These subjects will include, but not be limited to;

- The Releaf Mission and Vision
- Organizational Structure
- General Employment Policies
- Employee Categories
- Conflicts of Interest
- Access to Personnel Files
- Performance Evaluations
- Hours of Work
- Compensation
- Benefits
- Code of Conduct
- Discipline
- Dispute resolution within workplace
- Training

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

Restricting Access to 21 or Older

All employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030.*

All visitors must be 21 years of age or older. *935 CMR 500.002*

All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*

If co-located and the individual is younger than 21 years old but 18 years of age or older, they shall not be admitted unless they produce an active medical registration card issued by the DPH. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification. *935 CMR 500.140(3) (co-located retailer)*

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

Quality Control & Testing

Testing of Marijuana and Marijuana Products

Releaf sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* (‘the Protocol’) published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *“Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries”* published by the DPH.

Releaf will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that Releaf contracts with will be Licensed by the Commission prior to Releaf contracting them for testing services.

Sampling of marijuana for testing will be done in accordance with the Protocol as follows:

- Label
 - Label each Sample Container with the Production Batch ID, date and time of sampling, and sampler’s initials
- Fill out the Chain of Custody (see sample below)
 - List the same info on the chain of custody
 - One sample ID goes on one line
 - Check the appropriate boxes

- Make sure date and time stamp are filled in
- Sampling
 - Heaping an adequately mixed and homogenized product into a square shape
 - Divide the heap into four equal quarters
 - Select samples from two of the opposite quarters, which are mixed and sampled
 - The remaining quarters will then be combined and mixed and used for microbiological and contaminant testing
 - Repeat the quartering process until the required quantity is obtained (Determined by the Testing Lab)
- Storing Sample
 - Store samples in a cool, dry location until samples are picked up by a Testing Lab courier
- All Testing samples will be recorded in the Metrc system.

The testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the Releaf policies and procedures and 935 CMR 500.105(13) if applicable. We will also ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11). Any and all excess Releaf marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the Releaf Facility for disposal or by the Independent Testing Laboratory disposing of it directly

Releaf will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.00. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

- Cannabinoid Profile
- Contaminants as specified by the Department/Commission including, but not limited to:
 - Mold
 - Mildew
 - Heavy metals
 - Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - Bacteria
 - Fungi
 - Mycotoxins.

Releaf will maintain the results of all testing for no less than one year.

Releaf will arrange for testing to be conducted in accordance with the frequency required by the Department/Commission.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. Releaf Cultivation will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

Quality Control Testing

Releaf will submit duplicate testing samples for quality control purposes. These samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid marijuana collected.

These duplicate samples will be collected and analyzed for each analytical method performed on the samples.

These duplicate samples will not be identified to the laboratory (blind QC).

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Releaf marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Releaf will:

- Immediately segregate the cultivation or production batch and evaluate next steps.
 - Using the flowchart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - Retest the Cultivation/Production Batch
 - Remediate the Cultivation/Production Batch
 - Dispose of Cultivation/Production Batch
- If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
- If it is determined that the Production Batch cannot be remediated, it will be disposed of.
- In the case of disposal under 1 and 2 above the Releaf Cultivation Manager or Designee will:
 - Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
 - The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- In the case of any test result that indicates that a Releaf Cultivation marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manager or designee will

conduct an assessment of the source of the contamination.

- This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
- The assessment should include a corrective action plan and be shared as a training tool with all Releaf agents.

Sampling of Media for Testing

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Releaf will contract an approved environmental testing laboratory for the purposes of testing all of our environmental media and water. Follow the process outlined in the *“Sampling Instructions for Massachusetts DPH Medical Marijuana Program”* form below.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

- Label
 - Label each Ziploc bag with the sample ID, date and time of sampling, and sampler’s initials
- Fill out the Chain of Custody
 - List the same info on the chain of custody
 - One sample ID goes on one line
 - Check the appropriate boxes
 - Make sure date and time stamp are filled in
- Sampling
 - Fill the Ziploc sample bag with 8 oz. of soil/media
 - Tightly seal the sample bag
- Storing Sample
 - Store samples in a cool, dry location until samples are picked up by a NET Lab courier
- Quality Assurance will perform routine audits and analysis of report from the testing lab.

Sampling of Water for Testing

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Cultivation Manager is responsible for all water sampling to meet the compliance criteria. Releaf will contract with an approved environmental testing laboratory for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling*

and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries” Releaf will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. We will follow the process outlined in the “Sampling Instructions for Marijuana Testing” form below.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

- Metals;
- Pesticides;
- Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
- Prior to Sample Collection. The Cultivation Manager or designee will assemble all equipment and information needed before beginning.
 - Items to assemble before sampling include, but are not limited to, the following:
 - Sample collection plan or diagram of locations to ensure representative sample collection
 - Logbook or sample collection forms
 - Chain-of-custody forms (COCs) (See below)
 - Disposable gloves
 - Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
 - Sample containers appropriate for the analyses required;
 - These will be supplied by the lab.
 - Container labels and pen with indelible ink; and
 - Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
 - Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
 - Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
 - Sample collection personnel shall identify or determine the number and location of water samples to be collected
 - Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be

utilized to identify the physical location of the sample location within the facility.

- Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
- In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
- Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
- Preparing sample labels and affixing them to sample containers immediately before sampling.
 - Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
- Sample Collection. Collect the planned samples from each sample location one at a time:
 - Don gloves to mitigate potential for contamination of samples
 - Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
 - Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
 - For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
 - Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
 - Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure than the tap or spigot does not contact the sample container.
 - Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.

- Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- Chain-of-custody paperwork should be completed immediately prior to shipment.
- Sample Handling
 - After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
 - Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
 - All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
 - Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.
- Sample Storage
 - Samples should be refrigerated or maintained on ice ($4^{\circ}\text{C} \pm 2^{\circ}\text{C}$) until they are shipped to the analytical laboratory.
 - Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
 - In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
 - To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

Sampling Instructions for Environmental Media and Water

For a full suite of analyses on a water sample:

At each sample point, label one of each of the following bottles with the sample ID, date and time of sampling and sampler's initials:

1. One 1-L amber glass jar with no preservative
2. One 16-oz plastic bottle with no preservative
3. One 16-oz plastic jar, pre-preserved with HNO_3 . Note: HNO_3 is nitric acid. Use caution when filling bottle.

4. Three sterile cups. Make sure each label has the sample ID and one of the three bacteria tests (TC, HPC, and FC). Each of these tests require an individual bottle.

Fill out the Chain of Custody with the same information as on the bottle labels. Note: One sample ID goes on one line. Each individual bottle does not require its own line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct. At each sampling point, fill all six bottles completely. Do not touch the inside of the sterile cups or their caps or put the caps down on a dirty counter. Make sure all bottles are tightly capped and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

For a full suite of analyses on a soil sample:

At each sample point, label one sandwich sized Ziploc or 8-oz glass jar with the sample ID, date and time of sampling and sampler's initials

Fill out the Chain of Custody with the same information as on the labels. Note: One sample ID goes on one line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct. At each sampling point, fill one container completely. Make sure containers are tightly sealed and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

Releaf Cultivation will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)

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

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. 935 CMR 500.105(3)

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)

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. t to 935 CMR 500.105(12). 935 CMR 500.105(3)

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3)

All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3).

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)

Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3)

Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)

The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. 935 CMR 500.140(9)

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

Records Retention

All electronic records will be stored both onsite in short-term storage, and off-site, in long term backup storage.

Onsite back-up records storage may include electronic media that is backed up on a daily basis on a secure server. The secure server will be physically located in a secure room on the premises. Offsite secure data storage will be managed by a third-party data storage provider. In general, Onsite backup storage will include at least 30 days of historical data. Remote data storage will include all data records that are at least 30 days and older, and will be stored in perpetuity. Data older than 4 years may be purged from storage.

All archived required records not stored electronically will be stored in a locked storage area. Current records may be kept in a locked cupboard or desk outside the locked storage area during hours when the licensed business is open.

Sensitive files may be password protected, or stored in a password protected file storage system. No company files shall ever be stored in public internet spaces, including un-secured file storage sites. Emailing sensitive data files to anyone outside the company is strictly prohibited without the permission of the General Manager. Customer-specific transaction data and contact information, including email addresses, will not be shared with any third party without permission of the customer.

Releaf Cultivation shall keep these waste records for at least three years. 935 CMR 500.105(12)

Releaf Cultivation shall maintain their records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)

Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)

Inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)

Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9)

The following personnel records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each agent.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)

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. 935 CMR 500.105(9)

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

DIVERSITY PLAN

Releaf's Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization that promotes equity. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

It is our belief that the more diverse and inclusive our team is the more successful Releaf will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

Releaf's Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

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

GOAL 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce

Proposed Initiative: As part of its hiring plan, Releaf will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, veterans, people with disabilities and LGBTQ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, Releaf will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);

- Attend community group meetings in and around Upton and/or Springfield, at least two annually, to introduce Releaf and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

Releaf will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. Releaf will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Releaf. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: Releaf will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Releaf will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Releaf. Releaf will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Releaf will be able to demonstrate to the Commission the success of this initiative.

GOAL 2: Create a safe, accepting and respectful work environment

Proposed Initiative: To accomplish this goal, Releaf will require one annual cultural sensitivity training for all employees including specific training for employees in management positions. Employees will be asked to fill out annual engagement surveys which will elicit feedback on Releaf's work environment. Employees will be able to provide feedback to Releaf at any time through the use of an anonymous suggestion box outside management offices for any employee who wishes to leave a suggestion but remain anonymous when doing so. This box will remain locked, so any suggestions left inside cannot be tampered with.

Metrics and Evaluation: Releaf will collect and consider the feedback from the surveys and suggestion box with a goal of having at least 85% of our employees describe Releaf as a safe, accepting, and respectful work environment. All comments and feedback will be documented and reviewed by senior management staff. Releaf will conduct engagement surveys annually and review the results of these surveys within a month of administering them. The suggestion box will be checked at least on a weekly basis by either the CEO, COO, or approved corresponding human resources management of the company. The senior management staff, will identify the top 3-5 areas for improvement and, in collaboration with the Releaf employees, develop goals (short and long term) on how to address those areas of development.

This review of feedback and engagement surveys will enable Releaf to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

GOAL 3: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Proposed Initiative: To accomplish this goal, Releaf will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women,

veterans, people with disabilities, and/or LGBTQ individuals (herein referred to as Plan Populations).

Metrics and Evaluation: Releaf will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Releaf will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, Releaf will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce Releaf and address the existing hiring needs to attract a diverse array of suppliers. Releaf will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, Releaf will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with Releaf. Releaf's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services. Releaf will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Releaf will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by Releaf will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

CULTIVATION IN GARDNER

RELEAF CULTIVATION, LLC

Energy Compliance Plan

Releaf will 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, prior to obtaining a final license under 935 CMR 500.103(2)

Releaf will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, 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. These energy efficiency and equipment standards include:

- 5.5 The building envelope for our headhouse will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 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 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- The Lighting Power Densities (LPD) for our cultivation space will be zero watts per gross square foot of active and growing space canopy.
- Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C. 403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
- Releaf will establish documented safety protocols to protect workers and consumers (e.g., eye protection near any operating grow light).
- Releaf understands and acknowledges that 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.

- Releaf understands and acknowledges that 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

Releaf Cultivation will ensure the following:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities. 935 CMR 500.105(15)
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. 935 CMR 500.105(15)
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). 935 CMR 500.105(15)
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15)